The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, DECEMBER 20, 1924.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law of Property Postponement and Amendment Bills.

THE PROGRESS in Parliament of the Bills for Postponing and for Amending the Law of Property Act, 1922, has been unexpectedly rapid. They had passed through all their stages in the House of Lords by Thursday of last week, and were read a second time in the House of Commons on the next day, Friday. The Attorney-General, in moving the second reading, referred to the work which had been done by Mr. Justice ROMER's Committee, and the proceedings were little more than formal. It will probably be the same with the remaining stages in the House of Commons which were to be taken on Thursday, so that the way is clear for the introduction early next year of the Consolidation Bills. These will, no doubt, be practically the same as the Bills introduced last August, and it should be quite possible for them to be passed by Easter, the date, we believe, which has been kept in view if a further postponement was to be avoided. [The Bills received the Royal Assent on Thursday.]

The Motion for Additional Judges.

SINCE THE motion for the appointment of additional judges was arranged by the late Government, there was, of course, no opposition in either House when it was made last week on behalf of the present Government. In the House of Lords Lord BUCKMASTER, while not opposing the motion, called attention to the necessity of economizing the time of the judges by the long over-due reform of the circuit system, and Lord HALDANE agreed with this view. The Lord Chancellor, in replying, pointed out that a step in this direction was being taken by the provision of the Administration of Justice Bill, which enables the Lord Chief Justice to dispense with the Assizes at any town where there is no substantial business to be taken; but he stated that he was willing to go further; he was willing "to consider the whole matter and to see whether anything more can be done to prevent any loss of time under the Assize system." It looks as though there was some chance at last of the necessary adaptation of the circuit system to modern conditions being taken in hand.

The Increase in Jury Cases.

In the House of Commons the Attorney-General, in supporting the motion for more judges, referred to an interesting feature in the present congestion of business in the King's Bench Division. He said that in 1920, when the last motion of the kind was made, there were only 15 jury cases awaiting trial; at Trinity Sittings of this year there were 365. The motion was made in June, 1920, and the figure 15 was taken from the statistics for Trinity of that year. Sir Douglas Hogg said that the figure he gave for the present year was the latest he had; but while a statement of figures in the corresponding sittings in different years may give the more correct comparison, it is singular that whoever supplied the Attorney-General with the figures did not look at the present Michaelmas lists. These would have made a still more convincing argument, for while in last Trinity Sittings there were 365 jury cases, at the beginning of the present sittings there were 466. Sir Douglas Hogg referred to the fact that jury cases take a longer time than non-jury cases, and the present increase in the former kind emphasizes the present need for additional judges. But whether, as Sir Douglas Hogg intimated, jury actions are to be encouraged, is a different question. For ordinary cases trial by a judge alone is more expeditious, more economical, and more satisfactory.

The Late Dr. Blake Odgers, K.C.

A feeling of gloom has been cast over the whole Bar by the news of Dr. Blake Odgers' death this week. For nearly half a century one of the Readers to the Council of Legal Education and during the last twenty years its Director of Legal Studies—the first person to occupy that position—Dr. Blake Odgers had become one of the most familiar figures of the Inns of Court; indeed, he was almost one of its traditions. No man could have been better suited to fill with dignity and success the responsible office of guide, philosopher and friend to the motley gathering of students from every part of the Empire who sojourn in the Inns of Court in each successive period of three years, and then go forth to form in due course the judiciary of a world-state. The forming of character and the inculcation of noble professional traditions is essentially the duty of the academic teachers of law, and none could have fulfilled it better than Dr. Blake Odgers. Of commanding stature and herculean frame, shapely and ruddy in countenance, hearty, decisive, bluff and genial in manner, he was the model of what the head of a college or university ought to be. Our schoolmasters and our college tutors are remembered in after life with a reverence not accorded to mere professional superiors. Dr. Odgers has commanded this reverence from every barrister on the right side of fifty, for all such have been his pupils. Nor was he merely a teacher of law. He had at one time a large court practice, especially on the Western Circuit, and as a master of the intricacies of pleadings he had few equals. He wrote also lucid treatises on several branches of law. But his greatest work was that of a teacher and in this his heart chiefly lay. In later years he altogether abandoned practice to devote himself to the academic aspect of his career. His memory, we may be sure, is not only safe in the hearts of his former pupils, but he will have an honourable niche in the temple of fame as the first director in modern times of the reconstituted School of Law in the four Inns.

The New Judges: Sir Hugh Fraser, K.C.

It is a striking coincidence, although a sad one, that only a few days before Dr. Odgers breathed his last, one of his colleagues as a Reader of the Council of Legal Education, and a former assistant and devil of his own, should have received the signal honour of being the first Reader of the Inns of Court selected for appointment to the High Court Bench. Sir Hugh Fraser, who is now on the verge of sixty-five, has had a long and distinguished career at the Bar. A great authority on the law of libel and on Election Law, he never took silk, but preferred the works and ways of the Junior Bar. As a negotiator in trade disputes and a member of public commissions of enquiry, he displayed late in life his admirable judicial qualities, and no doubt it was this which induced Lord Haldane—whose selection Lord Cave is understood to have adopted as his own—to try the innovation of appointing to the Bench a member of the Junior Bar other than the time-honoured exceptions of the Chancery and Common Law devils of Mr. Attorney. The famous Sir William Blackstone, of course, was an eminent teacher of law raised to the Bench on that account; but that precedent goes back more than a century and a half. Lord Blackburn, too, was an eminent law reporter whose genius for law was unexpectedly rewarded in the Early Victorian age with a judicial appointment which in due course made him one of the famous exponents of our Common Law. And in our own day a county court judge famous as a law tutor in his Oxford days, Mr. Justice Acton, was promoted to the High Court Bench by Lord Birkenhead. Such striking innovations, perhaps, are more characteristic of Lord Birkenhead and Lord Haldane than of Lord Cave; but that most conservative-minded of Chancellors is also a very open-minded man, and a generous appraiser of legal talent. His appointment of Sir Hugh Fraser will meet with universal approval.

The other New Judge: Sir William Finlay, K.C.

The other new judge, Sir William Finlay, K.C., is a much younger man than his colleague; he is just nine-and-forty years of age. Sir William is a son of perhaps the soundest Commercial Court practitioner who has ever succeeded to the Woolsack, and bears a name universally esteemed in the legal profession. Sons of great judges usually make admirable members of the Bench; one need only refer to the case of Lord Coleridge, who retired a year ago, and to the present Chancery Judges, Mr. Justice Russell and Mr. Justice Romer. No doubt early familiarity with a judicial atmosphere does much to stimulate its development in young men just commencing a career at the Bar. Sir William had a successful career at Cambridge, and rapidly got into work at the Junior Bar. He devilled for Mr. Justice Rowlatt when the latter was Inland Revenue counsel, and succeeded him in that important office when his master became junior counsel to the Treasury. During the war he assisted the Admiralty in dealing with Prize questions, and showed to the full the conscientiousness and fairness which one would have expected of his origin, qualities which were vital in work of so explosive a kind, where a legal blunder might have alienated a neutral State beyond the power of diplomacy to heal the wound. After the war he took silk, and practised chiefly in Revenue and Shipping cases, where the value and weight of his opinion were fully recognised. Practitioners will be glad to see one who bears so honoured a name taking upon himself the weighty burden of a puisne judgeship.

Learning the New System of Conveyancing.

In our remarks last week on the Law of Property (Amendment) Bill we ventured the assumption that "all, or nearly all, practitioners are desirous of terminating the present period of suspense and of starting upon the new system as soon as is practicable." "A Country Solicitor," whose letter we print elsewhere, strongly contests the accuracy of this assumption. He does not propose to study the new system until the Consolidating Bills have been passed, and then he wants a substantial interval to elapse while the new system, thus put finally on the statute book, is being learned. In fact, it seems he will have this interval, but we should have thought that lawyers who are interested in conveyancing—and this includes all country solicitors and nearly all town solicitors—are by this time familiar with the main features of the new system. Lord Birkenhead's Bill was introduced some five years ago, and while the changes which were made in its passage through Parliament were considerable, yet most of the original scheme remains—the new classification of legal estates, the new form of mortgages, the abolition of copyholds, the abolition of tenancy in common, the vesting of the fee simple of settled land in the tenant for life,

and the automatic getting in of outstanding legal estates. And we believe that the Provincial Law Societies have taken an active interest in the development of the measures, and that they and other bodies have made many suggestions. We quite agree that the working out of these changes in practice will require a good deal of thinking, but we doubt whether, for practical purposes, any considerable further delay is required. There has been ample opportunity to become acquainted with the outlines of the new system, and for most people familiarity with it will come by practice. The argument that time must be allowed for text-books and precedent books to be issued is sound, but our correspondent and other country solicitors will probably find their wants in this respect fully met before the commencement of the new system.

The "Protocol" of Geneva.

THE DRAFT Supplemental Covenant of the League of Nations—commonly called the Protocol of Geneva—is a document which is intended to secure the integrity of the scheme for the prevention of war embodied in the Covenant, and obviously calls for acceptance unless there are overwhelming reasons against it. The Covenant, as is well known, forms Part I of the Treaty with Germany, and is the only part of the Treaty which deserves commendation. But it was evolved amid the clash of contending political objects, and its provisions have not that clearness or completeness which is required to made it effectual. In particular, doubts have been entertained as to the operation of Articles 12, 13 and 15, which provide for the settlement of disputes between states by arbitration on the recommendations of the Council, and as to Article 16, which provides the sanctions to be applied if a member of the League resorts to war in disregard of the former Articles. The draft Supplemental Covenant is intended to clear up these doubts, and to make the provisions as to sanctions effective. The new system, said M. POLITIS, in introducing one of the two reports of the Committee of the Assembly on which the draft is founded, "closes the circle drawn by the Covenant; it prohibits all wars of aggression. Henceforth no purely private war between nations will be tolerated."

The Scope of the Protocol.

THE PROTOCOL contains twenty-one Articles. It is intended to introduce amendments into the Covenant; and Article 1 binds the signatory states "to make every effort in their power to secure the introduction into the Covenant of amendments on the lines of the provisions contained in the subsequent Articles." But the reading of the two documents together—Covenant and Supplemental Covenant—is not an easy matter. It is difficult, as Lord PARMOOR said in the House of Lords on the 10th inst., entirely to appreciate the effect of the two documents on one another; but as the Article we have just quoted shows, the Supplemental Covenant is intended to be only preparatory to the consolidation of the documents into a new and more effective Covenant. In the House of Commons on the first night of the debate on the Address, Mr. LLOYD GEORGE inquired to what extent the Protocol was an extension of or deviation from the Covenant. The proper answer, it would seem, is that it is neither. As we have already said, it completes the Covenant. The most important Articles of the Protocol are Articles 4, 10 and 11. Article 4 completes the provisions of Article 15 of the Covenant, and is intended to secure that every dispute between states shall be settled by arbitration, and, if necessary, by compulsory arbitration. The next point is to secure that the award shall be accepted. A refusal of either party to the dispute to accept the award will be a breach of its obligations, and if it resorts to war it will become an aggressor, and will be subject to process provided against offenders. The definition of "aggressor" is contained in Article 10, and there are provisions in the Article further defining the circumstances under which a state is to be deemed to be an aggressor; and then Articles 11 and 12 supplement Article 16 of the Covenant in providing the necessary means for applying compulsion to the aggressor. In some quarters there have been objections to the Protocol. The widely-read publicist to whom we referred last week, Mr. GARVIN, objects that it would permanently exclude from the League the United States, Germany and Russia. We do not know how this view is arrived at. The League is open for all states to come in. It is unfortunate that Germany was not brought in at Versailles in 1919 as part of a Treaty of real pacification; it is unfortunate that the United States remained outside, partly, we presume, as the result of the mode in which President WILSON pursued his great ideal. But these vacancies in the League—and Russia's vacant place—time no doubt will fill. Mr. GARVIN, and also the writer of the article on the Protocol in the *Round Table* for December, are oppressed with the use to which British power might be put. That writer inquires what life under the Protocol would be like. The answer is pretty obvious: it would be better than life without the Protocol. The Covenant and the Protocol are but the beginning of the new order in the world, but they are a beginning, and without the first step no progress will be made.

Pickwick in the Law Courts.

JUST ONE touch of literary interest redeemed the otherwise unrelieved squalor of the notorious *Robinson* v. *Midland Bank* case. That was the pleasing little interlude between Lord DARLING and Sir JOHN SIMON concerning the selection of the proper names in the Pickwick Papers. According to Sir JOHN—of course, merely an aside in the middle of the dry legal argument which concluded the adjourned hearing—DICKENS was staying at Bath when he commenced the writing of his most famous novel; he wanted names for his characters; so he went for a walk in the streets and picked out the more curious of the designations over tradesmen's shops. PICKWICK, SNODGRASS, TUPMAN, WARDLE and WINKLE were acquired by this piece of literary raiding in the former domain of BEAU NASH. And Sir JOHN added that he had himself seen those very names on shops at Bath. Whether they are still there he did not know, but in answer to a rather sceptical query of the learned judge, he was positive that he had seen them there in the closing decade of the nineteenth century, if not later. But Lord DARLING insisted on a different origin for the name "PICKWICK" at any rate. PICKWICK, he said, was a foundling who had been adopted by an innkeeper and posting master on the Bath Road in the old days of stage coaches, and had risen to be the proprietor of the line between Bath and London. In his young days, said Lord DARLING, when hunting with the DUKE OF BEAUFORT'S hounds, he had often noticed the coaches with that proprietor's name conspicuously painted upon them. Since Lord DARLING was born in 1849, presumably this reminiscence refers to the late sixties and early seventies, and it is interesting to have it recalled to the present generation that stage coaches were then still no contemptible rival to the new railway lines, then only some twenty years old, at least in the carriage of passengers.

A paper was read before the Royal Asiatic Society on the 9th inst. by Dr. L. D. Barnett, Keeper of Oriental Printed Books and Manuscripts at the British Museum, on the growth of Indian village communities. Dr. F. W. Thomas presided. Dr. Barnett said that in Ancient India, both North and South, the soil was the property of the King. In the earliest times, however, it was common property, the King having only a right to the produce. In the time of the development of Brahminism the Kings, with the support of the Brahmins, began to claim the entire ownership of the land, and finally arrived at complete absolutism. From the earliest ages on record Brahmin settlements were found in Southern India, and the system of Brahmin and non-Brahmin joint villages widely prevailed. These villages were republican in all that concerned internal affairs, and seemed to have had no headmen to link them to the central authority of the area in which they were situated. Dr. R. Sewell, formerly of the Madras I.C.S., said that the ownership of land in South India had been fought in the Law Courts for many years, and even the Privy Council had given conflicting judgments. There was great variety of land tenure, and the question of original intention and custom was of the greatest importance in determining the legal issues which so constantly arose.

Rent and Mortgage Interest (Restrictions) Acts.

Some Recent Decisions.

I.—Apportionment of Standard Rent.

The standard rent of a dwelling-house to which the Rent Restrictions, &c., Act, 1920, applies, may in certain cases be ascertained by apportioning the standard rent of the building or property in which the dwelling-house is comprised, and considerable difficulty has been felt in determining in exactly what cases a tenant may claim that right.

The Court of Appeal had before them recently a case of some interest in this matter: *Abrahart* v. *Webster*, *ante*, p. 141; 41 T.L.R. 44. In that case the tenant of a basement applied for the apportionment of the standard rent of the premises in which his basement was comprised. The landlord replied that the rest of the house, other than the basement, had been since the 2nd April, 1919, "*bonâ fide* reconstructed by way of conversion into two or more separate and self-contained flats or tenements" within s. 12 (9) of the 1920 Act, and that that section provided that the Act "shall not apply to a dwelling-house" so reconstructed.

The question, therefore, was whether the word "dwelling-house" when used in s. 12 (9) above-mentioned refers to the whole of the premises or only to the part reconstructed. The Court held, reversing the decision of the Divisional Court, that the section only excluded from the operation of the Act the part of the house which had been the subject of the reconstruction, and that the tenant was entitled to an apportionment.

It is useful to note in this connection a former case of *Stockham* v. *Easton*, 1923, 39 T.L.R. 472, in which the Court held that where a landlord had reconstructed a house as a whole, and effected great improvements in one part of it, the tenant of another part which had been only slightly altered, but which had indirectly derived benefit from the improvements, was not entitled to an apportionment of the standard rent. That case was referred to by Atkin, L.J., in *Abrahart* v. *Webster*, *supra*, and he observed that quite different consideration arose then and that he did not propose to discuss it.

It will be recollected that, as laid down by the Court in *Marchbank* v. *Campbell*, 1923, 1 K.B. 245, at p. 250, a landlord can resist an application for the apportionment of the standard rent if he can show that a new and separate dwelling-house has in fact been created by virtue of substantial structural alteration. It was to that question that the decision in *Stockham* v. *Easton* was directed. In *Abrahart* v. *Webster* the Court of first instance had decided as a fact that there had been no alteration in the identity of the house, so that the landlord's only hope of success was to show that the "dwelling-house had been reconstructed" within s. 12 (9).

II.—Recovery of Possession.

The powers of local authorities to recover possession of premises for local improvements came before the Divisional Court on 17th October last in a case stated by the Exeter justices: *Parry* v. *Harding*, 1924, 41 T.L.R. 41. Prior to the passing of the Rent Act of 1920, the position had been made clear. By s. 35 of the Housing, Town Planning, &c., Act, 1919, it had been enacted: "Nothing in the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, or in the enactments amending that Act, shall be deemed to affect the provisions of section 17 of the Housing, Town Planning, &c., Act, 1909" (which provides for the making of closing orders by a local authority) "or to prevent a local authority from obtaining possession of any house the possession of which is required by them for the purpose of exercising their powers under the Housing Acts or under any scheme made under those Acts."

By the Rent Act of 1920, however, it was provided in s. 5 (1) that no order for recovery of possession of any dwelling-house to which that Act applied should be made unless, *inter alia*, "(*e*) the landlord is a local authority . . . and the dwelling-house is reasonably required for the purpose of the execution of the statutory duties or powers of the authority . . . *and the Court is satisfied . . . as respects alternative accommodation.*"

The Housing, &c., Act, 1923, s. 16 and Sched. II, amended s. 35 of the Housing Act of 1919 by substituting the Rent Act of 1920 for the Rent Act of 1915, and thereby removed the difficulty created by the Act of 1920.

But on the same day as the Housing, &c., Act, 1923, received the Royal Assent (*i.e.*, on 31st July, 1923) the Rent Act of 1923 also became law. By that Act it was provided that in substitution for the words of the 1920 Act above quoted there should be read "(*e*) the dwelling-house is reasonably required for the purpose of the execution of the statutory duties or powers of a local authority . . . *and the Court . . . is satisfied . . . as respects alternative accommodation.*"

From that maze of legislation it is not remarkable that a case of some difficulty should have arisen, and the short point for the decision of the Court was, whether a local authority desiring to recover possession of a dwelling-house for the purpose of exercising their powers under the Housing Acts within s. 35 of the Housing, &c., Act, 1919, were or were not obliged to prove the existence of alternative accommodation for the tenant. The Court came to the conclusion that they were not. The Rent Act of 1923 was an amending Act of that of 1920, and therefore the limitation in s. 4 of the former Act above quoted applied only where a local authority required possession for the purpose of the exercise of some powers or duties other than those referred to in the Housing, &c., Act, 1919.

III.—Costs.

By s. 17 (2) of the Act of 1920 "a county court shall have jurisdiction to deal with any claim or other proceedings arising out of this Act or any of the provisions thereof, notwithstanding that by reason of the amount of claim or otherwise the case would not but for this provision be within the jurisdiction of a county court, and if a person takes proceedings under this Act in the High Court which he could have taken in the county court, he shall not be entitled to recover any costs."

In *Gunter* v. *Davis*, 1924, W.N. 288, McCardie, J., held that a plaintiff is not to be deprived of his costs in an action of ejectment merely because the rental value of the premises would, if the defendant were a tenant, entitle him to plead the Rent Acts. In that case the defendant was held to be a trespasser. It is true he had claimed to be, but was held not to be, a statutory tenant. He then claimed that the plaintiff should be deprived of his costs because these were "proceedings under the Act." This claim failed. If he had been successful in establishing that he was a statutory tenant, even though judgment had been given against him on other grounds, he might have succeeded in the matter of costs: *cf. Gill* v. *Luck*, 1923, W.N. 284, and *Wolff* v. *Smith*, 1923, 2 Ch. 393.

Archibald Safford.

Mixed Charities.

(*Continued from p.* 172)

V.—Supplementary.

The publication of these articles elicited from Mr. T. Bourchier-Chilcott the letter which appeared in this Journal a fortnight ago.

As requested, the writer below expands his views—with the same diffidence as in the case of the articles already published.

1. The first question raised by the letter is as to the position of lands owned by a charity "wholly maintained by voluntary contributions" (hereinafter referred to as a "plain" charity) at the time of it ceasing to be so maintained. To the writer, the position seems to be as follows:—

All lands of every charity come under the jurisdiction of the Charity Commissioners, except in so far as they are specially exempted by the Acts. The only exemptions that need be here

referred to are those applicable to a "mixed charity" and to a "plain charity." Exemptions on other grounds, *e.g.*, user as a church, are hereinafter totally ignored.

The exemptions afforded by s. 62 to the two classes of charity are entirely different. Under s. 62 the Acts do not apply—

(*a*) to a "plain charity" at all. Here the exemption is to the charity, and not to its property, and exempts all property of every description from time to time owned by the charity;

(*b*) to certain properties of a "mixed charity." Here the exemption is not to the charity, but to certain properties of the charity, *e.g.*, lands acquired by a mixed charity merely by adverse possession would clearly not be exempt.

A plain charity ceases to be a plain charity if it acquires in any manner freehold land which produces income or is occupied by the charity.(1) The problem is whether the property owned by a plain charity, at the date when it ceases for any reason to be a plain charity, does or does not come under the jurisdiction of the Charity Commissioners. The solution depends on the construction of the provision of s. 62 that the Act "shall not extend or be applied" to a plain charity.

Obviously it is immaterial on this point whether the property is real or personal, moveable or immoveable, held on general or special trusts, or applicable as income or only as capital, or is or represents "voluntary subscriptions" or "voluntary contributions," or does or does not produce income.

There is no doubt that the provision means that the Act does not apply to the property of a charity whilst it is plain. But what happens to such property when the charity ceases to be plain? The contention of the present writer is that the statutory provision in question means that the *exemption of a plain charity only applies to its property so long as the charity is plain.* Apparently the only other possible construction is that property of a plain charity is for ever exempt. The former construction seems to the writer to be correct.

If the property owned by a plain charity, at the time of its ceasing to be plain, is not exempt under the exemption of "plain charities," can it be exempt under any other provision of s. 62? The only provision possibly applicable is that applicable to mixed charities. If the plain charity becomes a mixed charity, the property to be exempt must come within the statutory exemptions of certain donations, bequests or voluntary subscriptions to a mixed charity.

Since the *Child Villiers Case* it is impossible to argue that the property is a donation or bequest to a mixed charity But the property may be cash, the result of voluntary subscriptions, or may be land purchased out of voluntary subscriptions. The provisions relative to mixed charities contain two references to "voluntary subscriptions": it may well be that in these provisions "voluntary subscriptions" include cash received from voluntary subscriptions by the charity whilst plain and retained in cash till the charity became mixed, but it seems exceedingly doubtful whether "voluntary subscriptions" of a mixed charity include land purchased out of voluntary subscriptions by the charity whilst plain. Here "voluntary subscriptions" does not include special contributions or sums raised by a bazaar.

Accordingly, the view taken by the writer, *on the construction of the Act*, is that when a plain charity ceases to be plain, all property, of every description, owned by the plain charity at the time of its ceasing to be plain, comes and for ever remains under the jurisdiction of the Charity Commissioners—the sole possible exemption being voluntary subscriptions (not voluntary contributions) held in cash at the time of the plain charity becoming mixed.

The writer has in Section II (*ante*, p. 134), pointed out that there is a direct decision of NEVILLE, J. (2) to the contrary. That decision makes not the slightest impression on the writer, for, in the first place, the relevant provisions of the statute were not considered by the learned judge, and in the second place his judgment is based on an obvious mis-statement of what was decided in the *Clergy Orphan Case.*

2. It is over seventy years since s. 62 was enacted. So far as the writer is aware, no intelligible reason has ever been given for its provisions, and it is waste of time to search for one. It is sufficient for lawyers that the section has been enacted, and what it says is law—whether the lawyers like it or not. But the lawyers have ever tried to say that the section does not mean what it clearly says.

Section 62 in several places uses the word "endowment," which in s. 66 is defined in the wide terms already quoted in Section III. As so defined, "endowment" means "property," pure and simple.(1)

Before the *Clergy Orphan Case* there was a series of decisions based on the fallacy that "endowment" means property, of which only the income is applicable for the general purposes of the charity, and that all property which is not "endowment" (as so defined) is exempt under s. 62.

The Court of Appeal in the *Clergy Orphan Case* definitely decided that s. 66 meant what it said, and "that all property of every description belonging to or held in trust for a charity, and whether held upon trusts or conditions which render it lawful to apply the capital to the maintenance of the charity, or upon trusts which confine the charitable application to the income, is an endowment within the meaning of the Act."

One would have thought that this pronouncement would be final. But when one reads the subsequent cases, one sees counsel arguing and judges deciding on grounds absolutely untenable since the *Clergy Orphan Case.*

Perhaps the most striking example is NEVILLE, J.'s, judgment in *Re Society for Training Teachers of the Deaf and Whittle's Contract*, 1907, 2 Ch. 486, which is full of gems such as—

> "I think that depends on whether the property was an endowment or whether it was property which the Society was entitled to deal with as it pleased for its general purposes."

And—

> "In the *Clergy Orphan Case* the Court of Appeal held that no property the capital of which is applicable at the discretion of the governors for general purposes is endowment at all."

The Act says that by "endowment" it means property of every description; the Court of Appeal in the *Clergy Orphan Case* decided that the Act really meant what it said. That decision is obviously right and was re-stated with approval by Lord PARKER.(1) Yet, the old fallacy is still believed in—no doubt with variations of different sorts.

A charity has "endowment" and so, presumably, is an "endowed charity" (an expression not found in s. 66), if it owns lands, or £1 at the bank (whether received as a voluntary subscription or a voluntary contribution or otherwise) a table or chair, or an empty ink bottle or a postage stamp. This is so, whether the property produces income or not, and whatever may be the source or trusts of the property.

It is most unfortuante that the expression "endowment" was ever used; if a colourless expression such as "property" or "assets" had been used instead of "endowment," we should have been spared most of the fallacious arguments and decisions decided on the material portions of s. 62.

It is curious to observe, on turning to s. 62, that really very little turns on the meaning of the word "endowment." It does not come into the provisions relative to a plain charity, and in the case of mixed charities is only material in ascertaining what is a mixed charity.

It is hardly possible to conceive a charity in existence having no endowment, *e.g.*, not even a minute book of its proceedings. Money at the bank is certainly endowment. If the charity has money (*e.g.*, sums being collected for a building fund) at the bank on a deposit account, the deposit interest seems to be "income arising from" endowment; whether the charity is being partly "maintained" by such income may depend on the

(1) *A.-G.* v. *Mathieson*, 1907, 2 Ch. 383, C.A.
(2) *Re Society for Training Teachers of the Deaf and Whittle's Contract*, 1907, 2 Ch. 486.

(1) *Re Orphan Working School and Alexandra Orphanage's Contract*, 1912, 2 Ch. 167, at p. 176, Parker, J.

circumstances, *e.g.*, the charity would be a mixed charity if the income is used for maintenance, but possibly this would not be so if the interest is accumulated by way of accretion to the deposit.

3. So far as is material for the present purpose, Mr. BOURCHIER-CHILCOTT'S contention in his article in the *Law Quarterly* of January, 1924, is that where a plain charity acquires (*a*) by gift simpliciter, or (*b*) by purchase out of voluntary subscriptions, land, whether producing income or not, the acquisition has no effect on the status of the charity. What he means by the 'status" of the charity is not quite clear, but, apparently he means that the acquisition does not make the charity cease to be plain.

With all deference, it is submitted that Mr. BOURCHIER-CHILCOTT'S contention cannot possibly be correct—at any rate, as to land producing income. His contention seems to be based on the exploded "endowment" fallacy, and on the cases decided before the *Clergy Orphan Case*.

To the present writer it seems clear, beyond all reasonable argument, that if the land produces income, the plain charity ceases to be plain, and if the charity has any subscriptions it becomes a mixed charity, because the land is "endowment" and the charity becomes maintained partly by income from endowment.

If the land produces no income, but is used for the purposes of the charity—then, according to *A. G.* v. *Mathieson*, 1907, 2 Ch. 383, the charity ceases to be a plain charity. The present writer remains to be convinced that *A.-G.* v. *Mathieson* is correct on this point. But while the decision stands, it is a definite authority against Mr. BOURCHIER-CHILCOTT'S views on this point.

4. The following passage, taken from Mr. BOURCHIER-CHILCOTT'S article, is of interest:—

> "Hitherto, in settling requisitions on behalf of the purchaser of land from charity trustees, it has been thought unnecessary to require the consent of the Charity Commissioners (or Board of Education, as the case may have been) to a sale where the proceeds of sale could, by the trustees, be treated as 'income,' whether the charity was of a 'mixed' nature or supported wholly by voluntary contributions."

This was, indeed, a view fairly generally accepted, but the writer (though accepting it) could never understand on what this view was based; it was this failure to understand that caused him to investigate the matter as thoroughly as he is able, and on such investigation to come to the conclusion that the view above expressed is absolutely wrong and that for the past thirty years there has been no real excuse for holding such view.

A. H. WITHERS.

The Robinson Case and Bank Customers.

LORD Darling has held that the money the subject of Mr. Robinson's claim was stolen from "Mr. A," and that, therefore, on this broad ground, the plaintiff could not sue the Midland Bank for it.

In passing, this legal conclusion on the facts found is not quite free from doubt, so far as our present law is concerned. The fact that the alleged theft took place abroad, and was therefore not an offence against our law, might perhaps be held immaterial, and indeed a theft committed abroad is recognised for certain purposes as such by the Larceny Act, s. 33 (4); but here it is difficult to bring the offence alleged under any of the appropriate ss. 29 to 31. Section 29 (1) (*i*) and (*ii*) deals with uttering letters, not here the case, and (*iii*) with accusation of crime, as does s-s. (2) (*b*), 2 (*a*) referring to violence. Section 30 would be appropriate, but an old case *R.* v. *Edwards*, 6 C. & P. 515, 1834, apparently not cited to the judge, stands in the way. According to this case, the "menace" does not include compulsion to write a cheque. The reasoning is doubtful, and probably the case should be over-ruled. Still, it is quoted in modern text-books, and, as it stands, is authority in conflict with the late decision. Section 31 deals with threats of libel or publishing, again not the case here.

A much more important matter, however, is the broad decision that, assuming the money to have been stolen, in no circumstances could Robinson have sued the bank for it. The judge also decided in favour of the defendants on the *Vagliano Case*, but the main ground of decision could be quoted where the plaintiff was a customer, and *Vagliano* did not apply.

The danger of this precedent can easily be illustrated. For example, an apparently respectable citizen buys a property at an auction for £10,000, depositing £1,000 with the auctioneer, leaving another £1,000 to his solicitor to invest on mortgage and £1,000 with a stockbroker to invest on other securities. The auctioneer, solicitor, and stockbroker deposit the moneys entrusted to them with a bank, and the manager misappropriates it all and absconds. Presently it comes to light that the respectable citizen has himself previously misappropriated the money, and he disappears. The true owners sue the three professional men and obtain judgment. They sue the bank, which sets up the defence, on the Robinson case, that they, the customers, had no right to the money. This defence succeeding, these men would be held responsible for the fraud of the bank's servant, a result exactly contrary to the equitable doctrine that, of two innocent parties, that one suffers who is directly responsible for misplaced confidence leading to loss.

If Lord Darling is right, solicitors or others who are obliged professionally to handle money not their own should press for a statute enacting that, once the relation of banker and customer is established, the customer's title as against third parties to money deposited should be no defence to an action against his bank for it.

ALFRED FELLOWS.

An Epitome of Recent Decisions on the Workmen's Compensation Act, 1906.

(Cases decided since last Epitome, Vol. 65, p. 395.)

(*Continued from p.* 175.)

Golden v. *Swift of Coventry, Ltd.* (H.L. Lords Birkenhead, Finlay, Dunedin, Sumner and Carson, 11th February, 1924).

FACTS.—A fitter, aged thirty, was struck on the right cheek by a broken axle shaft while at work. After having the wound dressed, he returned to work the same day, and remained at work for four months, when he had a stroke and died. The county court judge accepted the medical evidence that the accident was in no way connected with the death. It was alleged that the medical evidence came as a surprise.

DECISION.—That there was evidence to support the finding and that there was no surprise sufficient to justify a new trial. (Case reported 68 SOL. J. 438; 93 L.J., K.B. 488; 131 L.T.R. 68; 17 B.W.C.C. 1; 1924, W.C. & Ins. Rep. 30; 40 T.L.R. 315.)

Taylor v. *Sir Robert McAlpine & Sons & Another* (C.A.: Pollock, M.R., Warrington, L.J., and Eve, J., 12th February, 1924).

FACTS.—Workmen were employed from day to day, by a firm of contractors (appointed by the Ministry of Transport), upon the construction of a road. The employers furnished men, whom they were ready to employ, with vouchers for which, on production at the London terminus of a railway company, workmen's tickets were issued entitling the men to travel to the place where the work was being executed, by a train provided by agreement between the Ministry of Transport and the railway company. A workman, during a journey by the train in question, assisted in the rescue of certain persons who had been injured in a railway accident. While doing so he himself met with a serious accident.

DECISION.—That there was no obligation on the part of the workman as between him and his employers to make use of the special travelling facilities above referred to, and that it could not be impliedly introduced into the term of the contract that he was compelled to make use of the facilities provided *aliunde* and apart from the contractors; and that the accident did not arise out of and in the course of the workman's employment. (Case reported 130 L.T.R. 793; 17 B.W.C.C. 26.)

Leivers v. *Barber, Walker & Co., Ltd* (C.A.: Pollock, M.R., Warrington, L.J., and Eve, J., 14th February, 1924).

FACTS.—A workman, who came within the statutory exception provided for by s. 43 (2) of the Coal Mines Act, 1911, was killed by an accident, either through mounting or riding on a tub in a low narrow working. There was evidence that the workman and all others in the mine had been orally forbidden to attempt the practice in that particular mine. The county court judge held that the master's veto set a boundary to the employment, and that the breach of it was an act taking the workman outside its scope.

DECISION.—That, as the workman was not employed to ride upon the tubs, but to walk in front of them, a transgression of the prohibition took him outside the sphere of the employment, and that the accident did not arise out of or in the course of it. (Case reported 68 SOL. J., 457; 131 L.T.R. 12; 17 B.W.C.C. 38; 40 T.L.R. 361.)

Finn v. *Shelton Iron, Steel, & Coal Co., Ltd.* (C.A.: Pollock, M.R., and Atkins and Sargant, L.JJ., 24th March, 1924).

FACTS.—A painter, while at work on a furnace, fell from a scaffold and was killed. In arbitration proceedings it was contended on behalf of the employers that, under certain conditions, painting on the furnace was forbidden and that the man met his death while doing a forbidden act. At a late stage of the proceedings the county court judge admitted evidence of a conversation between the deceased workman and his mate, on the evening before the accident. The mate stated that in that conversation the deceased informed him of an interview between himself and the manager, the effect of which was to cause the deceased workman to believe that he had permission to do the work at the time when the accident happened. The county court judge made an award in favour of the dependant.

DECISION.—That the evidence was admissible, as it was the duty of the deceased workman to inform his mate that they were to work on the furnace on the next day. That such evidence was only to be regarded as evidence of a statement made in the course of duty, and not for collateral purposes; that the matter had ultimately become one of fact, and that the decision of the county court judge must be upheld. Appeal dismissed. (Case reported 131 L.T.R. 213; 17 B.W.C.C. 69.)

Williams v. *Cleeves Western Valleys Anthracite Collieries* (C.A.: Pollock, M.R., and Atkin and Sargant, L.JJ., 26th March, 1924).

FACTS.—A colliery repairer met with an accident while he was travelling on a set of tubs. The county court judge found that it was not established that he was one of the class of persons who was entitled to ride on a truck or train in the discharge of his duties. He also found that the man was riding on the truck when he was injured, and that he did so in order to secure timber from falling from the truck, because it was not adequately secured. He made an award in favour of the employers and the workman appealed.

DECISION.—That inasmuch as it would be part of his necessary activities, for the purpose of carrying out his employment, to attach and detach tubs at the destination, there was only one inference which could fairly be drawn from the facts, viz., that he was travelling on the tram for the purpose, amongst others, of attaching and detaching tubs; and that he was, under s. 43 of the Coal Mines Act, 1911, a person relieved or excepted from the statutory prohibition. Appeal allowed. (Case reported 131 L.T.R. 231; 17 B.W.C.C. 97.)

M'Intosh v. *Arden Coal Company* (H.L.: Lords Cave, Finlay, Dunedin, Shaw and Sumner, 3rd April, 1924).

FACTS.—A notice was put up in a colliery referring to the Explosives in Coal Mines Order of 1st September, 1913. The notice contained the following addition, relating to shots missing fire: "And no person shall in such circumstances" that is when an attempt has been made to fire a shot—"on any pretext return to the place before the expiry of the above-mentioned periods respectively from the attempt to light the shot." A workman, who was aware of the notice, disobeyed it and was injured by the explosion of a shot. These events happened before the coming into operation of the Amending Explosives in Coal Mines Order, of August, 1922, and the passing of the Workmen's Compensation Act, 1923.

DECISION.—That the workman had gone outside the scope of his employment and was not entitled to compensation under the Act. (Case reported 131 L.T.R. 321; 16 B.W.C.C. 320; 1923, W.C. & Ins. Rep. 307.)

II.

DECISIONS ON THE BASIS OF COMPENSATION.

Bones v. *Associated Portland Cement Manufacturers* (1900) *Ltd.* (C.A.: Lord Sterndale, M.R., and Warrington and Younger, L.JJ., 4th June, 1920).

FACTS.—In 1917 a small boy, aged eleven years, was employed at shifting staves from trucks with other schoolboys during the Christmas holidays by the respondents. The employment was permitted by the Government for limited periods per diem in view of the emergency created by the war. Whilst at work he met with an accident resulting in the loss of one of his legs. In arbitration proceedings the arbitrator made an award in his favour of 2s. 2d. per week, 2s. in respect of employment at 2s. per week, with a greengrocer, and 2d. in respect of his employment with the respondents (the latter amount being arrived at by taking into account the small number of weeks in the year during which he was likely to obtain that employment). The applicant appealed.

DECISION.—That there was material upon which the county court judge, acting on the authorities upon the point, could come to the conclusion at which he had arrived, and that the appeal must be dismissed. (Case reported 90 L.J., K.B. 456; 124 L.T.R. 1; 13 B.W.C.C. 120; 1920, W.C. & Ins. Rep. 138.)

Webster v. *Harrison, Townsend & Co. Ltd.* (C.A.: Lord Sterndale, M.R., and Atkin and Younger, L.JJ., 9th June, 1920).

FACTS.—A printer worked for the respondents from 14th April, 1919, to 27th August, 1919. He was then totally disabled for four weeks and received compensation. He was suffering from a recurrence of a disease from which he had suffered as a result of his employment with former employers. From the 1st October, 1919, he again began to work, and continued to do so until February, 1920. In arbitration proceedings, which he then commenced, the county court judge, in computing the average weekly earnings, made the calculation over the period of eleven months during which he worked with the respondents. As a result he computed that (owing to the general increase in wages) the workman was earning, after the accident, more than the amount of his average weekly earnings before the accident—he therefore came to the conclusion that the workman was not entitled to any compensation under the relevant sections of the first schedule to the Act on the footing of partial incapacity, but he granted a declaration of liability.

DECISION.—That, although there was a break of four weeks of total disablement during the period, it could not be said that in principle the period of employment must be looked at as two periods; that the county court judge did not appear to have gone wrong at all in principle, and that the appeal must be dismissed. (Case reported 89 L.J., K.B. 1077; 124 L.T.R. 4; 13 B.W.C.C. 195; 1920, W.C. & Ins. Rep. 178.)

Kirkby v. *Howley Park Coal & Cannel Co. Ltd.* (C.A.: Lord Sterndale, M.R., and Atkin and Younger, L.JJ., 11th June, 1920).

FACTS.—A workman had suffered from some partial incapacity since 1911, and had been receiving compensation. Towards the end of 1919 he developed an ulcer in the bad leg, the weakness of which caused the partial incapacity. An operation was performed, but the weakness in the leg was likely to remain. At the end of 1919 the payments with respect to compensation for partial incapacity were redeemed by a lump sum. He had been receiving, since the passing of the Acts which gave them to him, the additional war payments under the Workmen's Compensation (War Additions) legislation. Those payments did not cease on redemption if there was total disability. At the end of 1919 he ceased work for a time and rested on the advice of his doctor. He claimed to be entitled to the war payments during the period of this rest, on the ground that during that time he was totally disabled. The county court judge found that he was not totally disabled during the period of rest, and made an award in favour of the employers.

DECISION.—That the question was a question of fact in respect of which the county court judge had evidence before him justifying his decision, and that the appeal must be dismissed. (Case reported 89 L.J., K.B. 1070; 124 L.T.R. 43; 13 B.W.C.C. 168; 1920, W.C. & Ins. Rep. 194.)

Harris v. *Minister of Munitions* (C.A.: Lord Sterndale, M.R., and Warrington and Scrutton, L.JJ., 26th November, 1920).

FACTS.—A workman applied for an arbitration in respect of personal injury by accident alleged by him to have arisen out of and in the course of his employment. An award was made in his favour by the county court judge, and he accepted compensation from the employer on the footing of the award. Subsequently, however, he appealed against the award on the ground that it ought to have been made on the basis of total and not partial incapacity.

DECISION.—That to appeal against the award after accepting and acting upon it was to approbate and reprobate, and that the appeal must be dismissed. (Case reported 90 L.J., K.B. 1312; 124 L.T.R. 489; 13 B.W.C.C. 324; 1921, W.C. & Ins. Rep. 95.)

Haydock v. *Goodier* (C.A.: Lord Sterndale, M.R., and Scrutton and Younger, L.JJ., 7th February, 1921).

FACTS.—A workman claimed compensation for injury by accident and his employers disputed the claim and made no weekly payment. Eventually the claim was compromised by payment of a lump sum and costs in full settlement of all claims under the Act, the judge, at the request of the parties, making an award by consent. At a later date the workman, being then totally incapacitated, applied for the additional weekly payments

of 5s. and 15s. a week under the Workmen's Compensation (War Addition) Acts, 1917 and 1919, and the county court judge made an award in his favour.

DECISION.—That the county court judge had no jurisdiction to do so, the claim having been compromised before any weekly payment had been made; and that the "war addition" could only be added to an existing or redeemed weekly payment. (Case reported 65 SOL. J., 416; 1921, 2 K.B. 384; 90 L.J., K.B. 425; 125 L.T. 71; 14 B.W.C.C. 50; 1921, W.C. & Ins. Rep. 126; 37 T.L.R. 381.) This case was over-ruled by *Russell* v. *Rudd* (67 SOL. J. 421; 1923, A.C. 309).

Rollings v. *Thompson* (C.A.: Lord Sterndale, M.R., and Warrington and Atkin, L.JJ., 22nd November, 1921).

FACTS.—A workman received compensation under a certificate of suspension, as from a certain date, and subsequently received a certificate of disablement, fixing the date of disablement at a period before the suspension.

DECISION.—That there was nothing, in s. 8 of the Workmen's Compensation Act, 1906, making the benefits given alternative, in the sense that, if a workman acted under one, he was afterwards precluded from acting under the other, and that it was, therefore, open to the applicant to claim the larger benefits given to him under the certificate of disablement. (Case reported 66 SOL. J. 106; 1922, 1 K.B. 329; 91 L.J., K.B. 301; 125 L.T. 313; 14 B.W.C.C. 190; 1922, W.C. & Ins. Rep. 14.)

Anchor Line (*Henderson Bros.*), *Ltd.* v. *Mohad* (H.L.: Viscounts Haldane and Finlay, and Lords Dunedin, Shaw and Sumner, 13th December, 1921).

FACTS.—A Mohammedan seaman, engaged by a firm of shipowners, apparently at Bombay, for a round voyage from that city to the United Kingdom and back to Bombay within a year, met with a somewhat severe accident to his right hand during the voyage. He was treated in hospital at Marseilles and was then brought in one of the firm's steamers to Liverpool and thence by train to Glasgow, where he re-joined the steamer. Shortly afterwards he left the steamer without leave and deserted the service. In arbitration proceedings the question was raised by the arbitrator whether, in view of the provisions of s. 34 of the Merchant Shipping Act, 1906, and the Workmen's Compensation Act, 1906, s. 7 (1) (*e*), he was, as arbitrator, entitled to refuse an award of compensation.

DECISION (Lord Sumner dissenting).—That by reason of the seaman's desertion the liability of the owner under the Merchant Shipping Act was repudiated, and a right to an operative award of compensation had immediately arisen. (Case reported 1922, A.C. 146; 91 L.J., P.C. 65; 126 L.T.R. 420; 15 B.W.C.C. 1; 1922, W.C. & Ins. Rep. 6; 38 T.L.R. 199.)

Correspondence.

The Law of Property Bills.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—You must be out of touch with, at any rate, country solicitors, as you say that nearly all practitioners are desirous of starting upon the new system as soon as is practicable, which means on 1st January, 1926.

I know of no solicitor who has read the Bills. The vast majority do not read Bills. We wait to read Acts.

Probably the Acts will not be passed for at least six months. Then the text books will have to be prepared and then we shall have to read them. This will leave us a very short time to revise what is practically the whole of our education begun in youth and learned by constant work ever since.

I suggest that The Law Society should consider the desirability of having lectures to Provincial Law Societies when the Bills are Acts.

Surely it would not be too much to give us twelve months from the passing of the Acts.

It is not as if we could study the Acts in our offices. We shall have to do it after our day's very hard work. Too much seems to be expected of us, and the public will, I anticipate, suffer.

A COUNTRY SOLICITOR.

[See observations under "Current Topics".—ED., *S.J.*]

Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, Sir Chas. H. Morton, Sir Kingsley Wood and Mr. W. H. Norton. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.

CASES OF THE WEEK.

Court of Appeal.

SALFORD CORPORATION *v.* **HALE.** No. 1. 25th November.

LOCAL GOVERNMENT—HOUSING—NOTICE TO REPAIR—FAILURE BY OWNER TO COMPLY—EXPENDITURE BY LOCAL AUTHORITY—DEMAND UPON OWNER FOR REIMBURSEMENT—ALLEGED AGREEMENT TO PAY BY INSTALMENTS—FAILURE TO PAY SECOND INSTALMENT—ORDER FOR PAYMENT BY INSTALMENTS—SUMMARY JURISDICTION ACT, 1848, 11 & 12 Vict. c. 43, s. 11—HOUSING, TOWN PLANNING, &C., ACT, 1919, 9 & 10 Geo. 5, c. 35, s. 28, s-ss. (3) and (4).

Where an owner of property has failed to comply with a notice to repair and the local authority has had to undertake the repairs in his stead, s. 28 (3) *of the Housing Town Planning, &c., Act,* 1919, *provides that the authority may recover the amount expended summarily (which by the Summary Jurisdiction Act,* 1848, *means within six months of the time when the complaint was made). Section* 28 (4) *provides that the authority may by order declare that the expenditure is repayable by monthly or annual instalments, with a like power to recover an instalment summarily. An owner who had failed to comply with a notice to repair received an account and claim from the local authority for the total amount spent by the authority in effecting the repairs necessary. He did not pay, but negotiations took place, and repayment by instalments was agreed upon. After paying one instalment, the owner declined to pay any other, and the authority made an order under s.* 28 (4) *declaring the amount to be payable by monthly instalments. Payment of the first instalment under that order having been refused, the authority took proceedings to recover the amount summarily, the date of those proceedings being more than six months after the first rendering of the account.*

Held, that the effect of the two sub-sections was cumulative and not alternative. Therefore the local authority were not prevented taking proceedings under s. 28 (4) *to recover the instalments by the contention that having originally presented an account under s.* 28 (3) *for the full amount, their only remedy was to take proceedings under that sub-section within six months of the rendering of the account.*

Appeal from a decision of Lord Hewart, C.J., Shearman and Roche, JJ., upon a case stated by the stipendiary magistrate at Salford. The facts are as stated in the headnote. The relevant sections are as follows: Housing, Town Planning, &c., Act, 1919, s. 28, s-s. (3): "Any expenses incurred by the local authority under this section"—that is, for the repair of houses necessary to make them reasonably fit for human occupation—"may be recovered in a court of summary jurisdiction, together with interest at a rate not exceeding 5*l.* per centum per annum from the date of service of a demand for the same till payment thereof from the owner, and until recovery of such expenses and interest the same shall be a charge on the premises. In all summary proceedings by the local authority for the recovery of any such expenses the time within which such proceedings may be taken shall be reckoned from the date of the service of notice of demand." Sub-section (4): "The local authority may by order declare any such expenses to be payable by monthly or annual instalments within a period not exceeding thirty years with interest at a rate not exceeding 5*l.* per centum per annum from the date of the service of notice of demand until the whole amount is paid, and any such instalments and interest or any part thereof may be recovered in a summary manner from the owner or occupier, and, if recovered from the occupier, may be deducted by him from the rent of such premises." The Summary Jurisdiction Act, 1848, 11 & 12 Vict. c. 43, s. 11, provides in effect that the summary application for the recovery of money shall be made within six calendar months from the time when the matter of the complaint or information arose. Hale, the property owner, contended that the authority having sent him a claim for £623, the full amount of the repairs, their only claim was one for that amount under s. 28 (3), and their only remedy was to recover it summarily within six months, which they had failed to do (*Wilson* v. *Bolton Corporation*, 20 W.R. 246; 1871, L.R. 7 Q.B. 105; *Prescott* v. *Nicholson*, 60 L.T. 563; 1889, 53 J.P. 597; *Tottenham Local Board of Health* v. *Rowell*, 29 W.R. 36; 15 Ch.D. 378). Since they had failed to proceed for the full amount, Hale contended that they could not afterwards elect to proceed under s. 28 (4) for an instalment. The stipendiary magistrate agreed with that contention and dismissed the application. Upon appeal the Court reversed the decision of the magistrate, and sent the case back to him with a direction that Hale be ordered to pay. Hale appealed. The Court, without calling upon counsel for the respondents, dismissed the appeal.

POLLOCK, M.R., said that letters had passed between the parties, and it seemed clear that the appellant had agreed to pay the sum in instalments, and the clerk to the respondents had said that if the appellant paid his instalments he would recommend the respondents not to proceed against him for the whole sum expended. It was said that by the respondents having claimed the whole amount, and by the terms of the last part of s. 28 (3), all right to obtain payment of an instalment under s-s. (4) was lost. He (the Master of the Rolls) could not agree: he could not think that the two sub-sections were alternative and mutually exclusive. Sub-section (3) was the direct method of getting the full amount, and (4) was a useful method of payment when there was a large sum involved and it did not seem fair to ask for it all in a single payment. It had been pointed out that the whole section should be read with s. 35 of the Housing of the Working Classes Act, 1890, which provided an appeal by a person aggrieved by an order of the local authority, so the local authority could not make a burdensome order without being subject to an appeal. It was said for the appellant that the two sub-sections in question were alternative, and that the court ought not to take too much notice of there being no "or" between them. *Wilson* v. *Bolton Corporation, supra*, was cited, and there a local authority who had elected to recover payment of a lump sum for improvement expenses were held not entitled afterwards to declare that the sum should be paid by annual instalments, but in that case the court was dealing with a statute in which the word "or" shewed that there were two alternative rules to be followed. In the present case there was no word "or," and the two modes of recovering the money might be usefully employed, according to the circumstances, and to him (the Master of the Rolls) the remedies were additional and cumulative, and not alternative.

WARRINGTON and SCRUTTON, L.JJ., delivered judgments to like effect.—COUNSEL: *Cyril Atkinson*, K.C., and *G. W. Bailey*, for appellant; *Montgomery*, K.C., and *W. Allen*, for respondents. SOLICITORS: *Maples, Teesdale & Co.*, for *F. W. Watson*, Manchester; *Sharpe, Pritchard & Co.*, for *L. C. Evans*, Town Clerk, Salford.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

Re **OLDHAM: HADWEN** *v.* **MYLES.** Astbury, J. 18th November.

WILL—MUTUAL WILLS—HUSBAND AND WIFE—EACH TAKING ABSOLUTE INTEREST—IDENTICAL PROVISIONS—NO AGREEMENT NOT TO REVOKE—NO BINDING TRUST.

A husband and wife agreed to make mutual wills in substantially identical terms, but there was no evidence of any further agreement. The husband died first without revoking his will, and under it the wife took possession of her husband's property absolutely. She then married again and made a new will in favour of new beneficiaries. In an action by a person claiming under the wife's mutual will,

Held, that there was no sufficient evidence of an agreement that the will of the survivor was to be irrevocable, and therefore the action failed.

Dufour *v.* Pereira, 1 Dick., 419, *distinguished.*

On 4th January, 1907, a husband and wife made mutual wills in almost identical terms. The husband by his will gave his residuary estate to his wife absolutely and appointed her sole executrix and trustee, and in case she should die in his lifetime or at the same time as himself, he gave his residuary estate to trustees upon trust for sale and conversion and to hold the proceeds in trust for his children who should attain twenty-one in equal shares. In default of children he gave certain legacies to his own relatives, to mutual friends of himself and his wife, and to his wife's relatives, all nominatim. He then directed his residue to be divided into twenty parts, nineteen of which he gave to his own relatives, including three to the plaintiff, leaving the remaining twentieth part to be dealt with as he should by letter or memorandum direct. The wife's mutual will of the same date was almost identical with that of her husband, *mutatis mutandis*. The husband was sole beneficiary if he survived his wife. The same provision was made for children, the same legacies given and the residue disposed of in the same way, leaving the odd twentieth to be dealt with by letter or memorandum. On 9th September, 1914, the husband, then 64 years old, died without revoking his mutual will, which was duly proved by his wife, who took possession of the estate. On 1st December, 1921, the wife, then aged 64, married Oldham, some thirty-five years her junior, and on the same day she made a new will ignoring her mutual will of 1907 and gave Oldham a life interest in a large portion of her estate, and subject thereto left it almost entirely to her own relatives. On 3rd April, 1922, the wife died and her last will was duly proved by the defendants, her executors. On 24th May, 1923, the plaintiff, who was entitled to three-twentieths of the residue under the mutual wills, commenced this action for a declaration that the defendants held the estate on the trusts of the wife's mutual will.

ASTBURY, J., said that the present case differed from *Dufour* v. *Pereira*, 1 Dick., 419, in that there the survivor took only a life interest in the property with an agreed gift over of the capital, while here the survivor was to take it absolutely and could deal with it in his or her lifetime. That made a very great difference as to the inference to be drawn from these mutual wills. The evidence was not sufficient to establish an agreement between the husband and wife that the will of the survivor was to be irrevocable. Each spouse might have thought it safe to trust the other to give effect to the other's wishes, but that was a very different thing from saying that they bound themselves by a trust that should be operative in all circumstances and should tie up the survivor's property except by disposition *inter vivos*. The court could not declare a trust upon conjecture, however probable. It was unlikely that the husband, a man of 57, would have bound himself so that he could not provide for a second wife or children, and though had he known that his wife would at 64 marry a young man he would probably have made a different disposition, the wills only showed confidence that the survivor would give effect to well-known wishes. The plaintiff had not made out her case and the action failed.—COUNSEL: *Farwell*, K.C., and *Dighton Pollock*; *Luxmoore*, K.C., and *Gavin Simonds*, K.C. SOLICITORS: *Powell, Burt & Lamaison*, for *Harold Marshall*, Halifax; *Patersons, Snow & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

BERNERS *v.* **FLEMING.**

Russell, J. 6th, 7th and 11th November.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—PARTICULARS OF SALE—SPECIFIC PERFORMANCE OF THE CONTRACT AS CONSTRUED—DIFFERENT CONTRACT.

A group of buildings sold as one lot (10) *consisted of two parts with no internal communication between them and a right of way of approach to each part up different passages. The vendor of lot* 10 *tried to sell such lot to the purchaser with rights of way over the two passages "as the same are now or can be used and enjoyed," that is to say, the right of way over one passage to part of lot* 10 *and over the other passage to the rest of lot* 10, *and the vendor's solicitors, purporting to act under a condition which gave them the right to determine the "nature or extent of the casements," determined that the conveyance should contain these restrictive words. The purchaser objected.*

Held, that such condition did not entitle the vendor's solicitors to say that the right of way should appertain to only part of lot 10; *and*

Held, further, that the vendor was not entitled to have specific performance of the contract, not as he had construed it, but as the court had construed it.

This was an action for specific performance of a contract. The facts were as follows: The plaintiff put up for sale by auction certain premises in Newman Street, Oxford Street, and the defendant bought lot 10, access to part of which was by Perry's Place, a passage out of Oxford Street, and to the other part by Newman's Yard, a passage out of Newman Street, and the defendant signed the contract subject to the conditions of sale. There was in fact no internal communication between the two parts of lot 10. The particulars of sale stated: "The purchasers of lots, 1, 3 and 10 will be granted an easement of a perpetual right of way over the roadway leading from Oxford Street to Perry's Place, subject to similar obligations to those which are set out in the leases under which the premises comprised in these lots are now held." The obligations were to keep the roadway in repair. The particulars also stated that a similar right of way into Newman's Yard from Newman Street subject to similar obligations would be granted to the purchasers of lots 4 to 11. By the 14th condition of sale it was provided "where any lot appears by the particulars to be offered for sale subject to any easement or right for the benefit of any other lot or lots, the conveyance of both the servient and dominant lot or lots shall be framed accordingly, and in case of difference as to the nature or extent of any such easement or right, or as to the form or mode of giving effect in the conveyance to any purchaser of any grant, reservation or covenant, the same shall be determined by the vendor's solicitors." The plaintiff proposed to grant the defendant rights of way in respect of lot 10 over Newman's Yard and Perry's Place "as the same are now and can be used and enjoyed," and the plaintiff's solicitors, purporting to act under condition 14, determined that the conveyance should contain those restrictive words. The effect of such words would be that the defendant would have had a right of way over Newman's Yard in respect of part of lot 10 and over Perry's Place in respect of the other part. The defendant claimed that

the particulars entitled him to the rights of way in respect of the whole of lot 10 and refused to complete. At the trial, after the court had held that the defendant's contention was the correct one, the plaintiff asked for specific performance of the contract as the court had construed it.

RUSSELL, J., after stating the facts, said: Condition 14 assumes that the dominant and servient tenements have already been defined, and are fixed by the contract as lots. The condition would enable the vendor's solicitors to determine the nature and extent of the rights of way, but it does not entitle them to say that the right of way shall appertain to only part of lot 10. To do so would be to determine, not the nature or extent of the covenant, but the parcels of the dominant tenement. In this action the plaintiff has claimed specific performance of a contract different from that which the court has decided the true contract to be. The action is necessarily based on the allegation that the plaintiff had at all times been ready and willing to carry out the contract. That is quite true of the contract as construed by the plaintiff, but quite untrue of the contract as construed by the court. In these circumstances the plaintiff now asks the court to decree specific performance of what the court has held is the true contract. In the absence of a clear and binding authority, that is not a reasonable position to take up. The action will be dismissed, with costs.—COUNSEL: *Preston*, K.C., and *W. A. Peck*; *Bennett*, K.C., and *G. M. Simmonds*. SOLICITORS: *Saxton and Morgan*; *Rivers & Mylne*.

[Reported by L. M. MAY, Barrister-at-Law.]

In re **THE EARL OF STAMFORD AND WARRINGTON: PAYNE** *v.* **GUY and Others.** Russell, J. 12th, 13th and 18th November.

SETTLED LAND—INCUMBERED ESTATE—TRUSTEES OF TERM—TO MANAGE AND PAY INCUMBRANCES—LETTING TENANT FOR LIFE INTO POSSESSION—SETTLED LAND ACT, 1882, 45 and 46 Vict., c. 38, s. 21 (ii).

Whether or not legal tenants for life, whose legal estate is subject to a term of years in trustees, there being trusts for management and payment of incumbrances, ought to be let into possession is a question for the court to decide in the exercise of its discretion, and having regard to all the circumstances and in particular the best way of dealing with the property. Such tenants for life are not entitled as of right to be let into possession.

In re Richardson, 1900, 2 Ch. 785, *applied*.

This was an originating summons asking that the applicants, who together constituted the persons having the powers of a tenant for life under the Settled Land Acts, 1882 to 1890, should be let into possession of certain estates, and for a declaration that they had power under s. 21 (ii) of the Settled Land Act, 1882, to direct the application of capital moneys accruing in respect of the said estate, and in the hands of the trustees for the time being for the purposes of the Settled Land Acts of the settlement of the said estate, in discharging incumbrances on the said estate, and that the trustees were not entitled or bound to keep the incumbrances alive for the benefit of the remaindermen entitled to the said estate or otherwise. The facts were as follows:—The seventh Earl of Stamford and Warrington had four estates in Staffordshire, Leicestershire, Cheshire, and Lancashire, called in his will, "shire estates." These estates were bequeathed by him to trustees for the benefit of his wife during her life, and were settled, after her death, upon legal limitations. The widow died on 29th January, 1905. The applicants were first tenants for life of two of these estates, and were tenants for life subject to a term of 1,000 years of undivided moieties of the third estate, namely, the Lancashire estate. At the time of the testator's death all the estates were heavily incumbered. The trusts of the 1,000 years term were to pay off the incumbrances on the shire estates, other than the Lancashire estate, out of the rents and profits of the Lancashire estate, and when that had been done, to pay off the mortgage debts and gross sums charged on the Lancashire estate out of rents and profits of that estate. The term was to come to an end when all these incumbrances had been discharged. The trustees had power to sell the Lancashire estate notwithstanding the term. The trustees were given wider powers of management than those conferred on a tenant for life under the Settled Land Acts, including a power at their discretion, to contribute to charitable, benevolent or public purposes, and to pay pensions, rewards, and gratuities to servants, tenants and employees of the estates. The power of sale given to the trustees of the 1,000 years term, enabling them to sell and apply the proceeds in paying off incumbrances on the Lancashire estate, in terms contained no provision for recouping capital the amount of incumbrances so discharged out of the capital instead of out of rents and profits. In 1895 an order was made by Stirling, J., that the expenses of any shire estates (these including the Lancashire estate), which had been employed in paying off a mortgage on that estate, should be recouped out of the rents and profits of the Lancashire estate. He also ordered the trustees on paying off incumbrances otherwise than out of the rents and profits of the Lancashire estate, to keep the incumbrance on foot for the benefit of the shire estate thereby affected. Since 1895 the practice of the trustees had been to take a transfer to special trustees of any mortgage not paid out of the rents and profits of the Lancashire estate. The incumbrances on all the shire estates, except the Lancashire estate, had now been paid off.

RUSSELL, J., after stating the facts, said:—It is admitted that the Lancashire estate has been most efficiently managed by the trustees since the death of the testator. The applicants now ask the court to take the management out of the hands of the trustees and give it to them, on proper undertakings being given. The incumbrances on the Lancashire estate now amount to about £300,000, which it is estimated will take from fifteen to twenty years to pay off. It is true that the applicants are legal tenants for life, but their legal estate is subject to the term of 1,000 years, and to that extent is reversionary. The applicants put their claim too high in stating that they are entitled to be let into possession. It is not the case of an equitable tenant for life, the beneficial owner of the property, asking the court to let him manage and go into the occupation of his own property, which he is kept out of, merely because the legal estate is in the trustee; but the case of a person asking the court to accelerate his interest, although the testator has said he is to get no income until the termination of the 1,000 years term. Whether or not the applicants should be let into possession is a question for the court to decide in the exercise of its judicial discretion, having regard to the facts of each particular case, and taking into consideration principally whether that is the best way of dealing with the property: see *In re Richardson*, *supra*. There is no evidence that the management of the applicants will be more economical than that of the trustees. On the other hand, the powers of the trustees are more extensive than the powers of a tenant for life under the Settled Land Acts, and they have power to subscribe to public and charitable objects, and to grant pensions to employees of the estate, things which the applicants, if let in, might not feel justified in continuing. I am satisfied that the most beneficial way of dealing with the Lancashire estate is to refuse the application, and allow the trustees to continue to manage. I am prepared to declare that, notwithstanding the term of 1,000 years, the applicants are entitled to exercise the powers conferred on a tenant for life by the Settled Land Act, 1882, including the power to give directions under s. 21 (ii). I am unable, having regard to the order of Stirling, J., on 4th December, 1895, to declare that when the trustees sold part of the Lancashire estate, and paid off an incumbrance, they were not bound to keep it alive in order that the expenses might be recouped out of income the amount expended. The order is binding until discharged, but I cannot help thinking that it was overlooked at the time that such a provision for recoupment was bad, as it involved accumulations beyond the period allowed by the Act: see *Tewart* v. *Lawson*, 1874, L.R. 18 Eq. 490; *In re Heathcote*, 1904, 1 Ch. 826. There is no need for the trustees to take a transfer to special trustees of mortgages paid off otherwise than out of the rents and profits of the Lancashire estate. They need only keep records in their accounts of the incumbrances so paid off.—COUNSEL: *G. B. Hurst*, K.C., and *A. L. Ellis*; *Preston*, K.C., and *G. D. Johnston*; *Dighton Pollock*; *Swords*; *P. M. Walters*; *Bennett*, K.C., and *H. T. Methold*. SOLICITORS: *Bower, Cotton & Bower*; *Smith, Fawdon & Low*, for *Wright, Woodrow & Aysom*, Leicester; *Maples, Teesdale & Co.*; *Peake, Bird, Collins & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

R. *v.* **LANCASHIRE JUSTICES:** *Ex parte* **TYRER.** Div. Court. 11th November.

BASTARDY—AFFILIATION ORDER—FAILURE TO MAKE PAYMENT—APPEARANCE BEFORE JUSTICES UNDER WARRANT—FRESH EVIDENCE AS TO RESIDENCE—JUSTICES QUESTION VALIDITY OF ORIGINAL ORDER AND REFUSE TO HEAR COMPLAINT—JURISDICTION—RULE *nisi*—BASTARDY LAWS AMENDMENT ACT, 1872, 35 & 36 Vict., c. 65, s. 4.

A bastardy order was made by justices against a putative father. He appealed against the order and his appeal was dismissed. He was subsequently brought up under the provisions of s. 4 of the Bastardy Laws Amendment Act, 1872, under a warrant for failure to make payments under the order. At the hearing some facts as to residence were elicited in the cross-examination of the mother, as a result of which it was contended on behalf of the putative father that the original order was made by the justices without jurisdiction. The justices consequently declined to enforce the order. On a rule

nisi *for the purpose of obtaining an order under s. 5 of the Justices' Protection Act*, 1848, 11 & 12 *Vict., c. 44, that the matter of the complaint should be heard and determined,*

Held, that the justices had, upon the hearing of the complaint, no jurisdiction to consider the validity of the order in question, and that the rule must be made absolute.

Vevers *v.* Mains, 4 T.L.R. 724, *and* R. *v.* Swindon Justices, 42 J.P. 407, *referred to.*

Rule *nisi* to Lancashire justices, to show cause why they should not hear and determine a complaint under s. 4 of the Bastardy Laws Amendment Act, 1872. On 19th December, 1923, a woman gave birth to an illegitimate child, and in January, 1924, she obtained an affiliation order against the putative father. For the purposes of the application she gave, as her residence, an address which was within the jurisdiction of the justices who made the order. When the matter was heard she gave the same address. The putative father appealed, and at the hearing of his appeal he did not take, as one of the grounds of objection, the point as to the jurisdiction of the justices who made the order. His appeal, which was heard in April, 1924, was dismissed, and in June, 1924, the woman caused him to be brought before justices under a warrant under s. 4 of the Bastardy Laws Amendment Act, 1872, for failure to make payments under the order. Further facts were elicited from the complainant in cross-examination as to residence, in consequence of which objection was taken, on his behalf, that the justices who had made the original order had no jurisdiction to do so. As a result of this objection, the justices, in the proceedings taken under s. 4 of the Act, refused to enforce the order, and the present proceedings were commenced for an order that the complaint should be heard and determined. By s. 4 of the Act of 1872, it is provided: " . . . . if at any time after the expiration of one calendar month from the making of such order as aforesaid it be made to appear to any one justice, upon oath or affirmation, that any sum to be made in pursuance of such order has not been paid, such justice may, by warrant under his hand and seal, cause such putative father to be brought before any two justices, and in case such putative father neglect or refuse to make payment of the sums due from him under such order . . . such two justices may, by warrant under their hands and seals, direct the sum so appearing to be due . . . to be recovered by distress " in manner therein stated.

Lord HEWART, C.J., delivering judgment, said that it was said that the justices, upon having the complaint preferred before them, refused to enforce the order or to hear or determine the complaint, and the grounds upon which the rule was obtained were that, in so refusing to enforce the order in manner provided by s. 4 of the Act of 1872, the justices unlawfully permitted the validity of the order to be called in question, wrongfully held that when the complainant applied for the order she did not reside within the petty sessional division in which she obtained the order, and unlawfully held that the order was invalid, and refused to enforce it, notwithstanding that the order had been affirmed by quarter sessions. After stating the facts and reading the material words of the section above set out, his lordship said that no doubt under s. 30 (3) of the Criminal Justice Administration Act, 1914, 4 & 5 Geo. 5, c. 58, provision was made for the review in proper proceedings and in a proper case of an order for the payment of money made by a court of summary jurisdiction. No such steps had been taken in the present case. There had been an appeal by the putative father to quarter sessions, in which the question of jurisdiction was not raised by the notice of appeal. There had been no proceedings commenced by him or upon his behalf to have the order revoked, or varied by a subsequent order. But when he was in default under the order, he sought to defend an application for a distress warrant by attacking the validity of the order upon the question of jurisdiction. Reviewing the evidence as to residence, his lordship was of opinion that the mother resided in Leyland within the meaning of the law relating to bastardy. What was now sought (the justices having at a late stage entertained the question whether the original order was made without jurisdiction and having refused to enter upon the question whether or no a distress warrant should be directed to be issued) was the remedy provided for by s. 5 of the Justices' Protection Act of 1848. That section provided that in a proper case, if a justice refused to do an act, that court might, by rule, order him to do it, and no action was to be brought against him for doing it. After considering *Vevers* v. *Mains, supra*, and *R.* v. *Swindon Justices*, in relation to the present case, his lordship said that in his opinion the justices did not hear and determine according to law the matter of the complaint under s. 4 of the statute of 1872. They had been asked to hear and determine the matter of that complaint. He thought that, on the facts of the present case, it was plain that the woman resided, within the meaning of the bastardy law, at the place at which she said she resided when she made the application; secondly, that the remedy under s. 5 of the Justices' Protection Act, 1848, was, in the circumstances, the appropriate remedy; and thirdly, that the justices, upon the hearing of the complaint that the putative father had made default in his payments, had no jurisdiction to consider the validity of the order which had previously been made against him. In his view the rule ought to be made absolute.

SHEARMAN, J., delivered judgment to the same effect, and SALTER, J., concurred. The rule was, therefore, made absolute. —COUNSEL: *Gilbert Jordan; H. D. Roome; Clifford Mortimer.* SOLICITORS: *Stanton & Sons*, Chorley; *Sturges & Co.*, for *Smith, Fazackerley & Ashton*, Preston; *Walbrook & Hosken*, for *Brighouse, Jones & Co.*, Ormskirk.

[Reported by J. L. DENISON, Barrister-at-Law.]

REGENT'S CANAL AND DOCKS CO. *v.* GIBBONS.

Swift, J. 15th October.

LOCAL GOVERNMENT—HIGHWAYS—ROAD MADE BY OWNER OF PROPERTY ON EACH SIDE OF A WATERCOURSE AND CONNECTED BY BRIDGE—LIABILITY TO REPAIR BRIDGE—ROAD TAKEN OVER BY LOCAL AUTHORITY—WHETHER BRIDGE ALSO TAKEN OVER—PUBLIC HEALTH ACT, 1875, 38 & 39 Vict., c. 55, s. 4.

A, the owner of land on each side of a watercourse, made a road and constructed a bridge to carry the road over the watercourse. He entered into a covenant (under a deed) with the owners of the watercourse to keep the bridge in repair. Ultimately the local authority took over the road, and the question arose whether the executors of A (who had died) continued to be liable to keep the bridge in repair.

Held, that, having regard to the definition of " street " in s. 4 of the Public Health Act, 1875, *the local authority had also taken over the bridge, and that the liability of the executors of A to keep it in repair had ceased.*

The owner of land on both sides of a watercourse resolved to make use of the land for building purposes, and constructed a road through the property connecting two highways. In order to carry the road over the watercourse he entered into a covenant with the owners of the watercourse, under a deed dated in 1900, to construct a bridge over the watercourse, and to keep the bridge in repair until the road and bridge were taken over and maintained by the local authority. The owner of the property died in 1914, having discharged the obligations imposed by the covenants in the deed. In 1915 the local authority declared the part of the road, which was carried by the bridge, to be a highway repairable by the inhabitants at large. The executors of the owner thenceforward refused to admit any liability to maintain and repair the bridge. This action was commenced against the executors by one of the covenantees under the deed for rent alleged to be due and for a declaration that the defendants were liable to repair and maintain the bridge. By s. 4 of the Public Health Act, 1875, " street " is defined as including " any highway (not being a turnpike road) and any public bridge (not being a county bridge) and any road lane footway square court alley or passage whether a thoroughfare or not."

SWIFT, J., delivering judgment, said that by the notice in 1915 the local authority did all that was necessary and possible to convert into a highway the road which was carried over the bridge. By the definition of " street " in s. 4 of the Act of 1875, that word might include " any public bridge," and his lordship could see no reason for excluding the bridge in the present case, when that part of the street taken over by the local authority, which passed over the bridge, was referred to. Having regard to the agreement, he was of opinion that the defendant executors were no longer liable and there must be judgment for the defendants.—COUNSEL: *Macmorran, K.C.*, and *Hilbery; Konstam*, K.C., and *E. J. Naldrett.* SOLICITORS: *Coward and Hawksley, Sons & Chance; Lawrence, Graham & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of JOHN REGINALD SOUTHERDEN, deceased: ADAMS and Another *v.* SOUTHERDEN.

Horridge, J. 14th November.

PROBATE—WILL MADE BY TESTATOR IN FAVOUR OF WIFE—WILL SUBSEQUENTLY DESTROYED BY TESTATOR UNDER MISTAKE OF LAW AS TO THE RESULT OF INTESTACY—DEPENDENT RELATIVE REVOCATION—CONTENTS OF DESTROYED WILL PRONOUNCED FOR.

A mistake of a testator as to the result in law of an intestacy in consequence of which he destroys his will, held to be a case of dependent relative revocation and the contents of the destroyed will admitted to probate.

John Reginald Southerden, deceased, executed a will on the 25th September, 1921, whereby he appointed the whole of his

estate, both real and personal, in the event of his wife surviving him, to her absolutely. Shortly after the execution of the said will the deceased and his wife paid a visit to America, whence they returned in November, 1921. A few days after their return, the deceased in the presence of his wife burnt the said will, saying that it was no good because in any case she would inherit all his property if he died intestate. The estate consisted almost entirely of a freehold estate at Warlingham in Surrey, valued at about £7,000. The plaintiffs, as executors, propounded the contents of the destroyed will, alleging that the deceased destroyed the same in or about November, 1921, under an erroneous belief as to the legal consequences of his act, and under a misconception as to the disposition of his property on an intestacy. The defendant, as the father and heir-at-law of the deceased, claimed that the deceased died intestate. For the plaintiff it was submitted that this was a case of dependent relative revocation and *Perrott* v. *Perrott*, 14 East, 439-440, and *Powell* v. *Powell*, 1 P. & D. 212, and *Dixon* v. *Treasury Solicitor*, 1905, P. 42, were cited. For the defendant it was submitted that this was not a case of dependent relative revocation. The deceased deliberately died intestate, through ignorance of the law. The court could not, therefore, revive a will for him when he had purposely destroyed it himself. Of the reported cases, *Dixon* v. *Treasury Solicitor* went the furthest. There were numbers of cases where a person had intended to leave a will, but through some want of formality, in accordance with the Wills Act of 1837, had been held to die intestate. Here the deceased destroyed the will with the intention of revoking it and, therefore, died intestate.

HORRIDGE, J., in giving judgment, said that he believed the facts to be as stated above, and that being so, he was satisfied that the deceased would not have destroyed his will unless he had been under the mistaken belief that his widow would take everything in the event of his dying intestate. That made the destruction of the will by burning a case of dependent relative revocation. He, therefore, pronounced for the contents of the will of 25th September, 1921, as set out in the statement of claim, and decreed probate thereof.

Costs of all parties out of the estate.—COUNSEL: *Bayford*, K.C. (*T. Bucknill* and *C. Hodson* with him); *Talbot Ponsonby* (*W. O. Willis*, K.C., with him). SOLICITORS: *W. W. Young, Sons & Ward*, for plaintiffs; *Brash, Wheeler, Chambers & Co.*, for defendant.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

The Discipline Committee.

At a meeting of the Committee of the Law Society, constituted under the Solicitors Acts, 1888-1919, held in their hall in Chancery-lane on the 12th inst., Mr. Cecil A. Coward presiding, the two undermentioned solicitors were each of them adjudged guilty of professional misconduct and were suspended from practising for one year from 1st January, 1925, and ordered to pay the taxed costs of the inquiry:—

ARTHUR SIDNEY SMITH, of Eltham, for wilfully misappropriating a certain sum of money, the property of his clients.

SIDNEY LOUIS EDELLS, of Capel House, 62, New Broad-street, for retaining and improperly applying to his own use certain sums of money, the property of his clients.

In Parliament.

House of Lords.

11th December. Law of Property Act (Postponement) Bill and Law of Property (Amendment) Bill.—These Bills passed through Committee without amendment and were read the Third time and sent to the Commons.

Motion by the Lord Chancellor—

"That an humble Address be presented to His Majesty representing that the state of business in the King's Bench Division requires that vacancies (not exceeding two) should be filled in the number of Puisne Judges of the King's Bench Division, notwithstanding that the number of those Judges amounts to fifteen or upwards, and praying that His Majesty will be graciously pleased to fill such vacancies accordingly in pursuance of the Supreme Court of Judicature Act, 1910,"

agreed to.

House of Commons.

Questions.

WORKMEN'S COMPENSATION ACTS (CODIFICATION).

Mr. SEXTON (St. Helens) asked the Home Secretary if he has considered the promise of the hon. Member for Oswestry, when acting as Home Secretary in the 1923 Parliament, to give his attention to the codification of all Acts of Parliament dealing with the question of compensation for injury to workmen; and if he intends taking any steps towards the realisation of such promise?

Sir W. JOYNSON-HICKS: I appreciate the importance of securing the consolidation of the Workmen's Compensation Acts and the promise given by a former Home Secretary will be carried out as soon as practicable. I cannot, however, say at present when it will be possible to introduce the necessary Bill.

(11th December.)

CARLTON BARRACKS, LEEDS (RODEO EXHIBITION).

Major BIRCHALL (Leeds, N.E.) asked the Secretary of State for War whether he is aware that the Carlton Barracks in Leeds are to be leased for a rodeo in January; and whether, in response to local feeling, he can take steps to prevent War Office property from being used for this purpose?

Captain D. KING: I understand that this exhibition will not now be held.

MUSICAL COPYRIGHT.

Mr. MACLEAN (Glasgow, Govan) asked the Home Secretary whether he is aware of the existence of an association called the Performing Rights Society, which demands payment from public singers and performers for all music published by its members; whether he is aware that there is no intimation on music published by those publishers who are members of this society; and whether he is prepared to add an amending Clause to the Copyright Act, 1911, which will compel music publishers to state on each piece of music published by them whether they require a fee from anyone who plays or sings it in public.

Sir P. CUNLIFFE-LISTER: I have been asked to reply to this question. The answer to the first and second parts of the question is in the affirmative. As regards the last part I am not prepared, as at present advised, to introduce an amending Bill on the lines suggested.

(15th December.)

POOR PRISONERS (LEGAL AID).

Mr. THURTLE asked the Home Secretary whether he is aware that prisoners who, while in detention awaiting trial at the London Sessions, make application for counsel to defend them under the Poor Prisoners' Defence Act, generally find, on arrival for trial, that there is no counsel available to defend them; and will he take what steps are possible to remedy this?

Sir W. JOYNSON-HICKS: I am informed that when the plea of a prisoner is taken his application for legal aid under the Act is considered by the Court, and if granted, counsel is at once assigned to him from amongst those present in Court. The trial of the case is then put back until counsel intimates that he is ready to undertake the defence. If there does not happen to be a counsel available in Court, one is sent for, and the prisoner is informed that his application for legal aid has been granted and that the case has been postponed until the defence is ready. I am not aware of any ground for action on my part.

(16th December.)

Bills under Consideration.

11th December. Expiring Laws Continuance Bill, Canals (Continuance of Charging Powers) Bill, and Agricultural Rates (Additional Grant) Continuance Bill, read a Second time and committed to a Committee of the Whole House; the first and third without a division, the second by 257 to 81.

12th December. Law of Property Act (Postponement) Bill and Law of Property (Amendment) Bill, on the motion of the Attorney-General (Sir Douglas Hogg), read a Second time and committed to a Committee of the Whole House.

Expiring Laws Continuance Bill; considered in Committee.

Motion.

HIGH COURT OF JUSTICE (KING'S BENCH DIVISION).

11th December. On the motion of the Attorney-General (Sir Douglas Hogg) a resolution for the appointment of additional judges was passed in the same terms as in the House of Lords, *supra*.

Societies.

Solicitors' Managing Clerks' Association.

EXECUTORS AND CARRYING ON BUSINESS.

The Hon. Mr. Justice Russell presided (in the unavoidable absence of The Hon. Mr. Justice Astbury) at a meeting of the Solicitors' Managing Clerks' Association at The Old Hall, Lincoln's Inn, on Friday, the 12th inst. There was an excellent attendance.

Mr. A. Fairfax Luxmoore, K.C., delivered an address on "The Duties and Liabilities of Executors in carrying on their Testator's business." He said: The subject which I have taken for my lecture this evening, I think probably a very dull one, is of first-rate importance to anyone who is called on to act in the capacity of legal personal representative to a deceased trader, and certainly to those who are called on to advise anyone acting in that capacity. I think, perhaps, I ought to expand the title, which I see appears on the notices of the lecture. I do not know whether it is necessary to make any formal application to the Chairman, but if it is necessary I trust that he will grant it and that he will not inflict any pecuniary loss on me for remissness. First of all, I think the title should be altered to this: "The duties and liabilities of a legal personal representative of a deceased trader in carrying on the deceased's business." Of course, you all know the difference between an executor and an administrator. For most purposes, and perhaps for nearly all the purposes of this lecture to-night, they are the same, but the difference is marked. Only a short time ago I was reading in perhaps the oldest text-book on this subject, "Wentworth on the Office of Executor," and I came across this quaint phrase, which sums up the difference: "Without a will there can be no executor, and the only bed in which an executor can be begotten or conceived is a will." The subject, I think, falls naturally into two heads. First of all, the duties of the legal personal representative in respect of the business, and, secondly, the liabilities which he incurs if that business is carried on.

Dealing first with the duties of the legal personal representative in respect of the business, the first question that arises is, has the deceased made a will, and if he has, has he given any special directions to his executors; if the business is to be carried on, is it to be carried on for the benefit of the beneficiaries, making a profit, or is it to be carried on simply for the purpose of winding up and realising its value? The first thing that you have to do is to consider the will. If you find that there is no direction at all in the will, the position of the executor, of course, is then the same as that of an administrator, and it is his duty to dispose of the business in the most advantageous way possible. The circumstances, of course, may require that the business should be sold as a going concern, in order that the value of the goodwill may be obtained for the benefit of the estate. Of course, from the legal personal representative's point of view, and his point of view only, I think, probably the best thing that can happen is to find that the will is silent as to the business, that the business has no goodwill to be conserved, and that the only way to deal with it is to wind it up as quickly as possible without making any attempt to sell it. I say this because I think that the lot of the legal personal representative of a deceased trader is even less happy than the lot of the legal personal representative of an ordinary individual who is not carrying on a trade. Indeed, I always wonder why it is that anyone should accept the office of executor. Most laymen, I know, think that the appointment of an executor is the highest compliment that they can pay to a trusted friend. Personally, I do not think I would willingly accept the office of executor—one has to under certain circumstances at times—unless I was the sole universal legatee of a solvent estate. As I was saying, the position of legal personal representative of a deceased trader is probably a little worse than the position of any other legal personal representative, because, as I shall point out to you later, the legal personal representative who carries on the business of a deceased trader becomes liable in his own estate and person for all the debts contracted in the course of carrying it on. Of course, if the business is only to be closed down because there is no valuable goodwill, the case is simple, and there is nothing peculiar in the position of the legal personal representative, and the utmost probably that he will be called upon to do in those circumstances is to fulfil the existing contracts of the testator. But where there is a valuable goodwill to the business, and the will is silent as to it, the legal personal representative is bound to realise the goodwill to the best advantage, and for that purpose he may be required to carry on the business for a reasonable time. In this case, the legal personal representative's position may depend to some extent on whether, the business, of course, being part of the testator's estate, there is an express power to postpone the sale and conversion. If there is such a power, the executor may rely on it and carry on the business for an indefinite period for the benefit of those interested in the profits. This point was decided by the Court of Appeal in *In re Chancellor*, 26 C.D., p. 42, and you will find that decision discussed and followed in *In re Crowther*, 1895, 2 Ch., p. 56. In neither case was there any express reference to the business, though in *Re Chancellor* there was a reference to what was to happen to the profits. But, apart from any such discretion, that is, where there is no power to postpone conversion of the testator's estate, and where there is no reference to the business at all, the executor—and, of course, in this respect an administrator is in the same position—must realise the business within a reasonable time. The question then arises as to what is the best method of realisation. Since the sale is to be of the business as a going concern, the business must be carried on by the legal personal representative and the necessary steps taken to bring the business to the attention of likely purchasers. The sale, of course, may be made in the usual way, but in the absence of any express power in the will the sale cannot be made to a company for shares. That is a method that is usually referred to as converting the business of the testator into a limited liability company. The question of such a sale first came before the Courts in *In re Crawshay*, 60 L.T., p. 357. That was an application for the sanction of the Court to a scheme under which a limited liability company was to be formed to take over a colliery business in which the testator was the principal partner. The consideration for the colliery was to be satisfied by debentures, preference and ordinary shares, and the scheme was put forward because it was found to be impracticable to satisfy the testator's creditors and the various beneficiaries without a realisation of the partnership business, and it was considered that that business, if sold at once, would, in consequence of continued trade depression at that time, be sold at a serious sacrifice. Mr. Justice North held that there was no jurisdiction to sanction the scheme, on the ground that he would be altering the trusts of the will and substituting other trusts for them, but he gave leave to apply to Parliament for a private Act authorising the carrying out of the scheme. That would be only possible in cases where the business was a valuable one and the estate a large one.

The same principle as was discussed in *Re Crawshay* came before the Court in *In re Morrison, Re New and Re Tollemache. Morrison* was in 1901, 1 Ch., p. 701; *Re New*, 1901, 2 Ch., p. 534; and *Re Tollemache*, 1903, 1 Ch., p. 955. In *Re Morrison*, Mr. Justice Buckley, now Lord Wrenbury, held that he had no power to sanction the sale of a business to a limited company, and he followed Mr. Justice North's decision in *Re Crawshay*. Both the other cases went to the Court of Appeal, and in *Re New* Lord Justice Romer said: "In the management of a trust estate, and especially where the estate consists of a business, it not unfrequently happens that some peculiar state of circumstances arises for which provision is not expressly made by the trust instrument and which renders it most desirable, and, it may be, even essential for the benefit of the estate and in the interests of all the beneficiaries that certain acts should be done by the trustees which in ordinary circumstances they would have no power to do. In a case of this kind, which may reasonably be supposed to be one not foreseen or anticipated by the author of the trust, where the trustees are embarrassed by the emergency that has arisen and the duty cast upon them to do the best for the estate and the consent of all the beneficiaries cannot be obtained by reason of some of them not being *sui juris* or in existence, then it may be right for the court, and the court in a proper case would have jurisdiction to sanction on behalf of all concerned such acts on behalf of the trustees as we have referred to. It is matter of common knowledge that the jurisdiction I have been referring to is only part of the general administrative jurisdiction of the court and has been constantly exercised chiefly at chambers. Of course, the jurisdiction is one to be exercised with great caution, and the court will take care not to strain its powers in any way. It is impossible, and no attempt ought to be made, to state or define all the circumstances under which, or the extent to which, the court will exercise the jurisdiction, but it need scarcely be said that the court will not be justified in sanctioning every act desired by trustees and beneficiaries merely because it may appear to be beneficial to the estate, and certainly the court would not be disposed to sanction transactions of a speculative or risky character, but each case brought before the court must be considered and dealt with according to its special circumstances."

It is always said that the judgment of the Court of Appeal in *Re New* represents the high water mark of the principles involved in the cases which I have been referring to, and the case is probably of much greater value (his lordship will forgive my saying this) before the judge sitting in chambers on a Monday morning than at any other time. But there is no doubt whatever as to the practical value of the decision, and one can call to mind many cases where the benevolent exercise of the jurisdiction in chambers has resulted in a great benefit to all concerned. That is one of the cases in which the Chancery Courts have a great advantage over the other courts; we are certainly on Monday mornings quite elastic.

A question I think of considerable importance to an executor or administrator certainly if he is engaged in carrying on a similar business to that of the deceased may arise with regard

to the sale of the business, and that is the rule in *Trego* v. *Hunt*, which, of course, you all remember is whether the rule that a vendor of a business cannot canvass customers of the business, applies to the case of a sale by a legal personal representative, who has no benefit or interest in the deceased's estate. So far as I know this question has not yet been determined, though there was a case a few weeks ago before Mr. Justice Eve, where an executor who was beneficially interested in the testator's business joined in the sale and started in a similar business afterwards, and canvassed the customers of that business. Mr. Justice Eve restrained him from so doing, but the decision does not deal with the case where the executor has no beneficial interest at all in the business. The case to which I refer is *Dunbar* v. *Dunbar*. I do not think it is reported yet, but I have no doubt you will see it in the reports in due course. In my view a person who is appointed to be the executor or is asked to act as administrator in a case where there is a business belonging to deceased to be sold, should be advised not to accept such office if he carries on or intends to carry on a similar business to that of the deceased.

Now, I want you, if you will, to assume that we have ascertained that the business is to be carried on. The next question which arises is what assets may be employed in so doing. If the will is silent on this point the executor is in the same position as an administrator, and cannot have recourse for the purposes of the business to any part of the deceased's estate not employed in the business at the time of the death. That was decided in the case of *McNellie* v. *Acton*, 4 Ve G.M. & G., p. 744, and it follows that an executor can only employ any part of the testator's estate not in fact employed in the business of the testator at the time of the testator's death if he is expressly or impliedly authorised so to do by the testator's will. Lord Langdale said in *Kirkman* v. *Booth*, 11 Beavan, 273 at p. 280: "It is a rule without question that to authorise executors to carry on a trade or permit it to be carried on with the property of the testator held by them in trust (*i.e.*, not employed in the business) there ought to be the most distinct and positive authority and direction given by the will itself for that purpose." The will then settles what assets may be employed in the business and if the executor employs in the business any part of the assets not authorised to be so employed he becomes liable for so doing I think I should here point out that where a will authorises an executor at his discretion to employ any part of the testator's assets already employed in the business in carrying on such business, and the executor renounces, the administrator cannot claim the benefit of the discretionary power and is not entitled to have recourse to any part of the estate specified in the discretionary power. So that in that respect the administrator of course is in a different position to the executor. That was decided in *Culbush* v. *Culbush*, 1 Beavan, p. 184.

I think the only other question to which I want to refer in connection with the first branch of my subject is what the executor is to do with the profits earned by him in carrying on the business. If under the will the testator's business is given to beneficiaries in succession, that is, if there is a tenant for life or tenants for life and remaindermen, the whole of the profits will not belong to the tenant for life unless there is some provision in the will to that effect, and in the absence of such provision the tenant for life will only be entitled to a percentage of the profits calculated on the value of the testator's business. You are probably all aware that there are many cases on the subject. Two of the best known cases are *Brown* v. *Gellatley* in 2 Ch., p. 751, and *Re Chaylor*, 1905, 1 Ch., p. 233. The sum used to be fixed at 3 per cent., but that was in the days when consols were at 120 and other gilt-edged trust securities were standing at the same sort of relative value. The amount allowed has fluctuated from time to time, and at the present day the court is more generous than it used to be, and I think certainly so far as businesses are concerned you get probably 5 per cent. and sometimes even a little more.

I want now to deal with the second part of my subject, and that is the liability of the legal personal representative in connection with the carrying on of the business. I think the most important thing of all to remember is that, so far as the debts incurred in carrying on the business are concerned, the executor or administrator who carries on such business becomes personally liable for the same whatever may be contained in the will. Lord Eldon summed up the position in *In re Garland*, in 10 Ves., at p. 110, in these words: "The case of the executor is very hard, he becomes liable as personally responsible to the extent of all his own property, also in his person, and he may be proceeded against as a bankrupt though he is but a trustee." He adds this somewhat cold comfort to the person in that position: "But he places himself in that situation by his own choice judging for himself whether it is fit and safe to enter into that situation and contract that sort of responsibility." Personally I doubt whether in many cases a gentleman who is appointed as an executor and accepts it where there is a business to be carried on realises what his responsibilities are. I am talking of laymen, of course. I cannot help thinking that if it were pointed out to him what they were he would be unwilling to accept the office. It is even not possible for an executor or administrator to escape from this position by openly declaring that he is only carrying on in his capacity as legal personal representative. Lord Justice Knight Bruce pointed out in *Labouchere* v. *Tupper*, 11 Moore P.C., p. 198, that "the executor of a trader carrying on his trade after his death, though doing so avowedly in his character as executor, is personally liable for all the debts contracted in the trade after the trader's death, whether he is entitled or not to be wholly or to any extent indemnified out of the trader's personal estate, whether it is sufficient or not for the purpose, nor does the propriety of his conduct as between himself and those beneficially interested in his testator's estate give the creditors of the business becoming so after the trader's death the rights of creditors of the trader." The general principle was explained, I think, as long ago as 1786 by Lord Mansfield in *Parker* v. *Parker*, 1 Term Reports, p. 295: "The principle is explained to be that a trade is not transmissible; it is put an end to by the death of the trader; and the executors *eo nomine* do not usually carry on a trade and in fact they have no authority in law to carry on the trade of their testator. If they do so they run great risk and without the protection of the Court of Chancery they would act very unwisely in carrying it on." As I said that was as long ago as 1786, and it is equally true to-day, and those last two cases that I referred to have not modified it in any way. The legal position still is that the executor or administrator who carries on the business is personally liable for debts incurred while he is carrying it on. It is quite obvious from that that the position of the executor or the administrator is indeed a hard one, for if the trade be beneficial the profits are applicable to the purposes of the trust and the executor can get no personal benefit from the business, no matter how successful, while if the business is unsuccessful he is personally responsible for the debts contracted in carrying it on. Such a position I cannot help thinking would make any layman hesitate before accepting that position; certainly he would want a good deal of assurance before he took it on.

In considering the liabilities incurred by an executor or administrator in carrying on a business it is necessary to bear in mind the various classes of persons who may be affected by so doing. They are first of all, the creditors of the testator at his death; secondly, the persons beneficially interested in the business; and thirdly, the creditors whose debts are incurred during the trading by the legal personal representative. So far as the third class is concerned, they are not creditors of the testator in any sense at all. As I have already pointed out an executor, whether so directed by the will or not, is entitled to carry on his testator's business with a view to selling it as a going concern, and the executor so doing is entitled to an indemnity in respect of the liabilities properly incurred in so doing not only against the beneficiaries, but even against the creditors of the testator. This was recognised in *Dowse* v. *Gorton*, which you probably all remember, in 1891, A.C., p. 190. But even where the business is carried on not for the purpose of sale as a going concern, but under the directions contained in the will for the benefit of the beneficiaries, the executor is entitled to be indemnified by his testator's estate against all liabilities properly incurred by him in so doing, not only as between himself and his beneficiaries, but also as between himself and the creditors of that business, but he is only entitled to that indemnity against the latter class, that is the creditors of the testator, if those creditors have assented to the business being carried on and it has been carried on fairly in the interests of both the beneficiaries and the creditors. That was laid down in *Dowse* v. *Gorton*, and in that case the creditors of the executors in respect of debts incurred in carrying on the testator's business, who, of course, as I pointed out, were not creditors of the testator, and had no direct rights against the testator's estate as such, sought to obtain the benefit of the executors' right to an indemnity for the purpose of satisfying their personal claims against the executors and they succeeded in so doing, but they only succeeded because the testator's creditors had in fact assented to the business being carried on in the hope that the indebtedness of the testator's estate to them —and they were direct creditors of the estate—might be discharged out of the subsequent profits of the business. But that decision turned entirely on the fact that the creditors of the testator's estate assented to the business being carried on. If the assent had not been established, the decision would have been the other way. The result of that case is that if an executor wishes to obtain the fullest indemnity from the testator's estate against all persons interested in it, that is the testator's creditors, his own creditors, and the beneficiaries, he should see that he has the consent of the testator's creditors to the carrying on of the business unless, of course, the testator's creditors are all paid off and satisfied before the executor incurs debts in carrying on the business. You will find the question of what is sufficient to constitute an assent on the part of the testator's creditors discussed in *In re Oxley*, 1914, 1 Ch., p. 604. That is a case in the Court of Appeal, and that is just the converse of *Dowse* v. *Gorton*. If you will read those two cases together, you will see that they show quite plainly what the position is. The real point is that you

must get the assent of the testator's creditors to carrying on the business to get a full indemnity against them. What is a necessary assent is, I think, summarised in *In re Oxley*. It is really this, that it is not sufficient to give the creditors notice that the business is going to be carried on, because mere standing by with knowledge that the business is being carried on does not constitute an assent—you must either have an express assent or something from which the assent can properly be implied. You will, of course, realize that the effect of giving the executor in circumstances like those in *Dowse* v. *Gorton* the right of indemnity against the whole of the testator's estate is to give the creditors of the business subsequent to the testator's death a priority over the testator's own creditors, and it is therefore of great interest to the latter class to see that the estate is administered without delay. If an administrator carries on the deceased's business for any other purpose than realization within a reasonable time, he is not entitled to any indemnity out of the deceased's estate—though he is entitled to be indemnified out of any assets acquired by him in the course of his carrying on in respect of what he has expended in acquiring those assets; so long as he is not indebted to the deceased's estate, he will be entitled to that indemnity and the creditor of the administrator in respect of goods sold or work done for the administrator in carrying on the business has no higher right than the administrator to any indemnity out of the estate. In other words, such creditor cannot obtain the benefit of any indemnity from the testator's estate other than out of the assets acquired by the administrator in carrying on the business. The position of an executor who is not expressly or impliedly authorised by the testator's will to employ any part of the testator's estate in carrying on the business is the same with regard to indemnity as that of the administrator—but as I have already pointed out, a discretion to carry on the business of the testator impliedly authorizes the employment of the capital and assets remaining in the business at the testator's death, and to this extent the executor, and through him the creditor in respect of goods sold to or work done in carrying on the business, is in a better position than the administrator. Of course, an executor who is in default in respect of the specific part of the estate which he is authorised to employ in carrying on the business cannot claim any indemnity unless and until his default is made good, and accordingly the creditors of the business are in no better position and cannot claim to have the benefit of the executor's right to indemnity unless and until the default is made good.

In conclusion, perhaps you will allow me to make a few practical suggestions to minimize the liabilities of the legal personal representative who carries on a deceased's business. I think the first thing to do is to start, if you can, before the testator has died, get hold of him and see that he makes his will in the proper form and includes in that will the necessary powers to carry on the business, and find out from the testator exactly what it is he wants to be done. But if the business is to be carried on for the purpose of realization, it is most important to see that the necessary powers of converting the business into a limited company, and so on, are inserted. It is also necessary to see that it is clearly pointed out what part of the estate is to be available for the business, because a good deal depends on that. As I have pointed out, the executor's right to indemnity may depend to a large extent upon that, and if he has not got the power to resort to the other parts of the estate it may be indeed difficult for the business to be carried on. There is one other point, too, which is of the greatest importance, because, after all, it is one that touches the executor most nearly, and that is, if an executor is to carry on a business it is necessary to see that a proper remuneration is provided for him, because in the absence of any provision for remuneration he would not be entitled to any unless all the beneficiaries agreed or unless he went to the court and the court provided that he might be remunerated out of the estate. You should also ascertain in order to avoid any question whether the executor is a person engaged in a similar trade or proposes to engage in it for the reason that I have pointed out, that difficult questions might arise and the executor might be placed in a very awkward position.

If you are not instructed with regard to making the will and simply have to advise the man whether he is to take the position or not, then you have to look at the same points, but you have to see if he is carrying on the business whether it is for the purpose of the winding up or for the beneficiaries. If it is for winding up you have to make it quite plain that the business must be wound up within a reasonable time. I think the real point that you must always bear in mind is this, that if there is any question of difficulty with regard to the business you can always go to the court for directions, and obtain those directions I suppose as cheaply as anything can be done in the courts on originating summons. But if the case is really one of complication, and in practically every case, the best course is to get the ordinary order for administration from the court and get a receiver and manager appointed, so that the business may be carried on and the personal difficulty of the executor and the liability may be minimised.

Perhaps the best advice that you could give to an executor who has a business of this sort to carry on is the advice which Mr. Punch gave to those about to marry. I have only referred to that because on the last occasion when I had the honour to appear before your lordship you commented on the fact that my opponent in his extreme industry had quoted to you authorities from Beavan to Punch.

I am afraid, ladies and gentlemen, I have taken longer than I ought to have. I am very much obliged to you for the patient hearing you have given to me, and I thank you for this opportunity of addressing so many of my old friends.

Mr. Fowler moved a vote of thanks to the lecturer, to Mr. Justice Russell for presiding, and to the Benchers for according the use of that ancient building, and in doing so made some humorous references to the Court of Chancery as Charles Dickens viewed it, and this was seconded by Mr. Denton.

The Hon. Mr. Justice Russell, in responding, said that in the course of the lecture nothing pleased him more than the way in which Mr. Luxmoore alluded to the series of decisions which finally culminated in the judgment given in *Re New*, by means of which many a testator's business had been rescued from the slough of despond. It was an instance, he ventured to think, which would have pleased the heart of Charles Dickens, because it showed at all events that the Court of Chancery, now-a-days, marches with the times, and that decision had enabled the judges of the Chancery Division in many instances (true it was in the secrecy of Monday chambers) to make many useful and beneficial orders, which again was an instance to his mind of the utility of the chambers jurisdiction.

Gray's Inn Library.

CHRISTMAS VACATION.

The Library will be closed on Wednesday, 24th December, at 1 p.m., and will be re-opened on Thursday, 1st January, 1925, at 10 a.m.

By order of the Library Committee.

The Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at The Law Society's Hall, Chancery Lane, London, on the 10th inst., Mr. E. F. Knapp-Fisher in the chair. The other Directors present were Messrs. E. R. Cook, T. S. Curtis, E. F. Dent, A. M. Ingledew (Cardiff), C. G. May, R. W. Poole and A. B. Urmston (Maidstone). Eight hundred and seventy-eight pounds was distributed in grants of relief, thirty-six new members were admitted, and other general business was transacted.

Gray's Inn.

An entrance scholarship (£80 a year for three years) at Gray's Inn has been awarded to Mr. Denis S. Dannreuther, Scholar of Balliol College, Oxford. Mr. Dannreuther was Newcastle Scholar at Eton and Craven Scholar of 1923.

Incorporated Law Society of Liverpool.

(*Continued from p.* 146.)

REPORT OF THE COMMITTEE.

The following are extracts from the ninety-seventh report of the committee :—

Committee.—The committee invited the general assistance throughout the year of Mr. J. C. Bromfield, District Registrar of the High Court, Mr. R. D. Cripps, Clerk of the Peace, Mr. Walter Moon, Town Clerk of Liverpool, Mr. C. E. Nield, County Court Registrar, Mr. G. A. Solly, Clerk to the Wirral Magistrates, and Mr. W. C. Thorne, Solicitor to the Mersey Docks and Harbour Board.

Mr. Finlay Dun, having become an *ex-officio* member of the committee, Mr. S. R. Weightman was appointed to fill the vacancy thus created and to serve for the residue of the term for which Mr. Dun was elected.

The retiring members of the committee are Messrs. R. W. Brighouse, H. J. Davis, A. Draycott, W. Glasgow, Sir Norman Hill, Bart., Messrs. J. Graham Kenion, A. F. Moore, J. L. Williams and C. W. Wright, of whom the committee nominate Messrs. A. Draycott, W. Glasgow, J. G. Kenion and C. W. Wright as eligible for re-election at the annual general meeting under Article 49.

Membership.—The Society now consists of 425 members. The number of barristers, students and others, not being members, who subscribe to the library, is sixty-seven. During the past year ten new members have been elected, viz. :—Messrs. John Kershaw Balmford, William Osborne Hannaford, Alfred Heaton Horrocks, John William Jones, Philip Henry Lawrence, John Henry Layton, Laurence Edgar Rutherford, George Sturgess (Earlestown), William Joseph Sturgess, and Ernest William Tame. During the same period eight members ceased, through death or otherwise, to belong to the Society. Mr. J. Labron Johnson, in his sixtieth year of membership, was elected an honorary member of the Society. The congratulations of the committee were rendered to Lieut.-Colonel J. B. McKaig, D.S.O., D.L., on his appointment as Deputy-Lieutenant of the County Palatine of Lancaster.

Obituary.—The committee regret to record the deaths of the following members of the Society during the past year :—Mr. J. Fearnley (Town Clerk of Birkenhead), Mr. T. F. Gaskell, Mr. D. J. Geddes and Mr. Thomas Gee.

Society's Roll of Honour.—The Roll of Honour containing the names of members, articled clerks and clerks in the employ of members who served with His Majesty's Forces during the great war has now been completed and is available for inspection in the library. The volume contains upwards of 650 names, hand written and handsomely bound in morocco with appropriate lettering.

Finance.—The Honorary Treasurer's statement of accounts and balance sheet are annexed to this report, and show a credit balance on the year's working of £356 14s. 9d., and cash at bank of £558 17s. 7d. Without impairing the usefulness of the Society and the library certain economics have been effected during the year which will assist the committee in meeting the extraordinary expenditure entailed in heating the Society's premises without recourse to invested funds. It is also anticipated that it will be possible in the near future to reduce those classes of subscription which were increased in the year 1919.

Points of Law and Practice in Conveyancing.—Messrs. E. L. Billson, W. H. T. Brown and Francis Weld have been the referees to decide differences between members regarding the law and practice of conveyancing, and have dealt with two cases during the year. Cases for the decision of the referees should be sent in duplicate addressed to the Honorary Secretary, one copy signed by the parties in difference. If in any case it should be so desired, the solicitors may appear before the referees and argue the point at issue.

Solicitors' Remuneration.—As intimated in the last report of the committee a joint committee of The Law Society and the Associated Provincial Law Societies issued a report containing suggested alterations, additions and amendments to the existing *ad valorem* scale charges. The report was submitted to the Associated Provincial Law Societies for their consideration. A suggested new rule, empowering a solicitor acting for both vendor and purchaser to charge a scale and a half to be divided equally between both parties, met with considerable opposition from many of the Provincial Societies on the grounds that such a rule would induce a solicitor to offer to accept a reduced fee from his client if he could also act for the purchaser or the vendor, as the case may be. The view taken by the committee was that a scale and a half divided equally between both parties was a fair basis of remuneration for a solicitor acting for both vendor and purchaser, and they instructed their delegates attending a meeting of the Associated Provincial Law Societies accordingly. A resolution to approve the rule having been defeated, a request was forwarded to, and acceded to, by The Law Society not to proceed with the recommendation. The report was forwarded to the Lord Chancellor with a request that he would convene a meeting of the Rule-making Authority, constituted under the Solicitors' Remuneration Act, 1881, in the near future. A copy of the joint committee's report, as finally adopted, appears in the appendix to The Law Society's annual report, dated 30th May last.

Employment of Lay Agents.—A circular letter dated 5th March, 1924, was addressed to members of The Law Society urging provincial solicitors to employ London solicitors in all agency work without recourse to lay agents. A strong feeling, however, existed in the provinces that London solicitors' charges for purely routine and messenger work which could adequately be performed by lay agents were excessive. The matter was considered at a meeting of the Associated Provincial Law Societies when six delegates were appointed to confer with six London solicitors thereon. As a result of this joint conference the following provisional scale of charges was suggested for the consideration of the Associated Provincial Law Societies :—

Lodging Papers for Probate :—

On the assumption that the papers are all in order except in slight additions and alterations of a purely nominal or clerical nature that the fee actually payable to the London agent by the country solicitor should be based upon an *ad valorem* scale, viz. :—

	£	s.	d.
Estate sworn up to £500 net	0	15	0
Do. above £500 to £1,000	1	1	0
Do. above £1,000 to £5,000	1	11	6
Do. above £5,000	2	12	6

The above fees would include sending back papers owing to any clerical errors. If, however, papers were returned to the provincial solicitor for matters other than clerical errors, some small additional charge to be payable.

Lodging Papers for Registration of Companies including Obtaining Certificates and Filling up all necessary Forms :—

Ad valorem scale :—

	£	s.	d.
Nominal Capital up to £10,000	1	1	0
Do. over £10,000 and up to £100,000	2	2	0
Do. over £100,000	5	5	0

Conveyancing Searches :—

All searches not exceeding 10s. 6d. for each specified name.

In all the cases above-mentioned the actual fees paid for out-of-pockets to be payable in addition.

This scale will be considered at the next meeting of the Provincial Societies, and in the meantime, will be also considered by the committee.

Appointment of Receiver in Lunacy.—The attention of the committee having been drawn to an alteration in practice recently made by the Masters in Lunacy whereby office copy orders were forwarded direct to the receiver instead of through the solicitor having conduct of the matter, representations were made through The Law Society with a view to restoring the former practice. In response thereto a letter was received from the Master in Lunacy intimating that "in future solicitors will take office copy orders as heretofore, including a copy for the receiver. This will be marked receiver's copy, and the solicitor will be responsible for seeing that the receiver receives it at the earliest opportunity, and the receiver will at the same time be informed that his solicitor will supply him with a copy of the order in question." The effect of this is practically to restore the former practice as suggested by your committee.

Special Jury Panels.—The attention of the committee was drawn to the personnel of the special jury panels for the Liverpool and Manchester Assizes, particularly that apparently in practice regard was had to the residential rather than to the business qualification, with the consequent result that comparatively few business men suitable for the class of cases requiring a special jury were empanelled. After communicating with the acting

Under-Sheriffs for Lancashire, it was ascertained that no alteration could be made in the personnel of these panels without an amendment of the qualification contained in the Juries Act. Joint letters signed by the President and the President of the Manchester Society were thereupon forwarded to the Lord Chancellor and the Lord Chief Justice, pointing out the present unsatisfactory character of the special jury panels and requesting that the whole question of juries should be the subject of legislation at an early date.

Replies to Enquiries by Purchasers' Solicitors.—Representations were recently made to the town clerk of Liverpool pointing out that, owing to the delay in replying to the usual enquiries by purchasers' solicitors as to whether there were any outstanding sanitary or other charges, it was found necessary either to postpone completion or complete the transaction without such replies, and quoting specific cases thereon. The committee suggested that it would be of considerable benefit and convenience to the profession if a reply could be counted upon within some short definite period. A reply was received from the town clerk that, in the absence of special circumstances, replies will be furnished within a period of ten days from receipt of enquiry. The committee tendered their thanks to the town clerk for his attention to the matter.

Affidavits Filed in Central Office. Order 61, *Rules* 28 *and* 29.—The attention of the committee was drawn to a case triable at the Liverpool Assizes where the original affidavits in the interlocutory proceedings, filed at the central office, were required in court for cross-examination purposes. On application being made for the production of such affidavits the central office intimated that it would be necessary to subpœna an official of the court to attend in Liverpool with them, thus involving considerable expense.

Representations were thereupon made to the Senior Master pointing out the inconvenience and expense of the present practice, and suggesting that the rules should be amended so as to allow affidavits filed at the central office to be sent to the District Registrar and handed by a registry official either to the associate or to the judge's clerk, or, if necessary, the registry official could produce same on short notice, thus minimising the cost. A reply was received from the Senior Master stating that he entirely agreed that the practice of sending down a clerk from the central office was unnecessary, and also caused inconvenience at the central office, and promising at the earliest opportunity to urge for the introduction of some machinery whereby the affidavits could be sent by registered post, either to the Associate or to the District Registrar as suggested.

Issue of Subpœnas in Matrimonial Causes at Assizes.—Under the new divorce rules it appears that subpœnas in matrimonial causes at assizes can only be issued from the Divorce Registry in London unless by order of a judge. A resolution was accordingly passed and forwarded to the President of the Probate, Divorce and Admiralty Division requesting that, pursuant to r. 76 of the Matrimonial Causes Rules, directions be given that where a matrimonial cause or matter has been entered for trial at any assize, facilities should be granted to enable writs of subpœna to be issued out of the District Registry of the High Court of the district in the city or town where the trial is to be had as well as out of the Divorce Registry. A similar resolution was also passed and forwarded by the Manchester Society.

Lay Clerks to Magistrates.—On the resignation of Mr. Edmund Spencer as Clerk to the Birkenhead Magistrates, a lay clerk was appointed to fill the vacancy. The committee were informed that exceptional circumstances rendered this particular appointment desirable, and it was therefore decided not to make any representations with regard thereto. Representations were, however, made suggesting that in future the appointment of an unqualified person to a post usually and properly occupied by a solicitor should not be favourably considered, particularly in a town or borough where there was no stipendiary magistrate.

The Lord Mayor (Alderman Sir Alfred Louis Bower), on 9th inst., proceeded to the Sessions House, Old Bailey, to open the December Session of the Central Criminal Court. He was accompanied on the Bench by Alderman Sir T. Vansittart Bowater, M.P., the Recorder of London (Sir Ernest Wild, K.C.), Mr. Alderman and Sheriff F. J. Barthorpe, Mr. Sheriff H. G. Downer, and Mr. Under-Sheriff A. Charles Knight. The Recorder, in charging the Grand Jury, said the names of eighty-five persons were in the Calendar, and that, he was happy to say, was a number slightly below the average at this time of the year, having regard to the interval which had elapsed since the beginning of the last session. There was one charge of murder, one of manslaughter, and one of attempted murder. He was sorry to say that there was again a charge of blackmail. Blackmailers were drastically dealt with four or five months ago, when there was a regular crop of blackmailing cases. He hoped that that had done something to curb the activities of the blackmailer, who was a moral assassin.

Liability to Entertainment Duty.

Recently the Customs and Excise authorities collected entertainment tax from motor-coach proprietors at Blackpool who, during the carnival, used their vehicles as stands from which people watched the procession after paying a fee. In one case, where the owner refused, the magistrate imposed a penalty. With the object of ascertaining what the national policy of the Customs and Excise Department on a matter of this nature is, Sir Walter de Frece, M.P., communicated with the Treasury, and has now received the appended statement:—

"The enclosed Press cutting which you forwarded with your letter of the 17th instant appears to give an accurate report of the proceedings taken by the Customs and Excise Department against certain persons in Blackpool for the recovery of entertainments duty. The Magistrate accepted the view put forward by the Department that the Blackpool Carnival was an entertainment within the meaning of the Finance (New Duties) Act, 1916, section 1 (6): and that payments for seats on chars-a-bancs which are used as stands for viewing the Carnival procession are liable to entertainments duty. Section 11 of the Finance Act, 1922, provided that duty is payable on payments made to a person other than the proprietor of the entertainment, and the High Court has decided in a similar case (Preston Guilds Procession) that the expression "place of entertainment" in the Act of 1916 is not confined to the actual spot in which the entertainment takes place, and that payments for windows from which an entertainment may be seen are liable to duty.

"The Commissioners of Customs and Excise are enforcing this ruling impartially throughout the country, and are accordingly requiring duty to be paid in all cases, where seats are let to view a procession which they regard as an entertainment within the meaning of the law, although it is possible, of course, that there may be cases in which the duty has not been paid and the omission has not been discovered by the officers of the Department.

"The Lord Mayor's Show in London is not treated as an entertainment. The Commissioners hold that it consists essentially of the procession of the Lord Mayor and his retinue to the Law Courts to be sworn in after his election, and that such pageantry as may be included is incidental and subsidiary to the main purpose."

Law Students' Journal.

Law Students' Debating Society.

At a joint meeting of the Society with the Sylvan Club, held at The Law Society's Hall on Tuesday, the 16th December (Chairman, Mr. John F. Chadwick), the subject for debate was: "That this House is not in favour of Prohibition." Mr. C. P. Blackwell opened in the affirmative. Mr. Burney opened in the negative. The following members also spoke: Messrs. P. S. Pitt Grad, M. C. Batten, Barry O'Brien, J. W. Morris, H. Malone, J. J. Davies. The opener and opposer having replied, and the Chairman having summed up, the motion was carried by 18 votes to 7 votes. There were thirty-eight members present.

Sheffield and District Law Students' Society.

A joint debate with the Sheffield Chartered Accountants Students' Society was held on 9th December, in the Law Library,

Bank Street, Sheffield, the subject being as follows: "That Prohibition is in the best interests of this country."

Mr. J. Hodkin, supported by Mr. P. E. Smith, opened on behalf of the affirmative, and Mr. H. L. Cook, supported by Mr. E. W. J. Nicholson, on behalf of the negative.

An interesting discussion followed, in which many members of both Societies spoke, and when Mr. Leonard J. Clegg, who was in the chair, had summed up, the motion was lost by 18 votes to 3.

The next meeting will be held on 6th January, 1925.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 8th January, 1925.

	Middle Price. 17th Dec.	Interest Yield.
English Government Securities.		£ s. d.
Consols 2½%	57⅛	4 7 0
War Loan 5% 1929-47	101¼	4 19 0
War Loan 4½% 1925-45	97⅛	4 12 6
War Loan 4% (Tax free) 1929-42	101⅛	3 19 0
War Loan 3½% 1st March 1928	97⅛	3 13 0
Funding 4% Loan 1960-90	89⅛	4 9 6
Victory 4% Bonds (available at par for Estate Duty)	93	4 6 0
Conversion 4½% Loan 1940-44	97⅛	4 12 6
Conversion 3½% Loan 1961	79	4 8 6
Local Loans 3% 1921 or after	66¼	4 10 6
Bank Stock	257½	4 13 0
India 4½% 1950-55	86½	5 4 0
India 3½%	66¼	5 5 6
India 3%	57	5 5 0
Sudan 4% 1974	88¼	4 11 0
Colonial Securities.		
Canada 3% 1938	83	3 12 6
Cape of Good Hope 3½% 1929-49	80⅛	4 7 0
Jamaica 4½% 1941-71	96⅛	4 13 0
New South Wales 4½% 1935-45	96	4 14 0
New Zealand 4½% 1944	98	4 12 0
New Zealand 4% 1929	96⅛	4 3 6
South Africa 4% 1943-63	91½	4 8 0
S. Australia 3½% 1926-36	85⅛	4 1 6
Tasmania 3½% 1920-40	84	4 3 0
W. Australia 4½% 1935-65	95	4 15 0
Corporation Stocks.		
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 0
Bristol 3½% 1925-65	78	4 9 6
Cardiff 3½% 1935	88	3 19 6
Glasgow 2½% 1925-40	77	3 5 0
Liverpool 3½% on or after 1942 at option of Corpn.	77	4 11 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54⅞	4 11 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	66	4 11 0
Manchester 3% on or after 1941	66¼	4 10 6
Middlesex C.C. 3½% 1927-47	82½	4 5 0
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	65½	4 12 0
Plymouth 3% 1920-60	69⅛	4 6 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	86½	4 12 6
Gt. Western Rly. 5% Rent Charge ..	105	4 15 0
Gt. Western Rly. 5% Preference	103	4 17 0
L. North Eastern Rly. 4% Debenture ..	85	4 14 0
L. North Eastern Rly. 4% Guaranteed ..	83	4 16 6
L. North Eastern Rly. 4% 1st Preference	81½	4 18 0
L. Mid. & Scot. Rly. 4% Debenture ..	85½	4 13 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	83½	4 16 0
L. Mid. & Scot. Rly. 4% Preference ..	81½	4 18 0
Southern Railway 4% Debenture	85	4 14 0
Southern Railway 5% Guaranteed ..	102½	4 17 6
Southern Railway 5% Preference	101½	4 18 6

Obituary.

Dr. Blake Odgers, K.C.

We regret to record the death last Monday of Dr. Blake Odgers, K.C. The youngest son of the Rev. William James Odgers, a Unitarian minister, of Belvedere, Bath, he was born on 15th May, 1849, and was sent to Bath Grammar School. From there he won a scholarship at University College, London, and went up to Trinity Hall, Cambridge, of which he was successively exhibitioner, scholar, and law student. He took his degree as thirty-second wrangler in 1871, in which year he also won the members' prize for a Latin essay, and proceeded LL.D. in 1880. Having been called to the Bar by the Middle Temple in 1873, he went the Western Circuit, took silk in 1893, and was elected a Bencher of his Inn in 1900. He contested the Brixton Division of Lambeth as a Liberal at the General Election of 1885. He was made Recorder of Winchester in 1897, was transferred to Plymouth in 1900, and had been Recorder of Bristol since 1912. Since 1907 he had also been Professor of Law at Gresham College.

His first book, which appeared in 1872, was a study of King Arthur and the Arthurian romances. After his great work on libel and slander, he published "Pleading and Practice," 1891, now in its eighth edition; "An Outline of the Law of Libel," 1897; "Local Government," 1899; "Powell on Evidence," tenth edition; "The Common Law of England," 1911; and Bullen and Leake's "Precedents of Pleadings," 1915, seventh edition. Dr. Blake Odgers had been an examiner in law at Cambridge and London Universities. He married, in 1877, Frances, daughter of Charles Hudson, formerly Coroner of Stockport, and had three sons and one daughter.

Legal News.

Honours and Appointments.

Mr. Frank Douglas MacKinnon, K.C., has received the honour of Knighthood on his appointment to be a Judge of the High Court of Justice.

Sir Hugh Fraser and the Honourable Sir William Finlay, K.C., have been appointed to be Justices of the High Court of Justice, King's Bench Division, pursuant to an Address from both Houses of Parliament.

Sir Hugh Fraser has long been known as an authority on the law of libel. He was called to the Bar by the Inner Temple in 1886 at the age of twenty-four years, and joined the Northern Circuit. Before his call he had been educated at Charterhouse and at Trinity Hall, Cambridge, where he achieved distinction in the study of law. In addition to his work on the law of libel he has published books on the law of Parliamentary elections, which have been recognised as being sound authorities on the subject.

Sir William Finlay is the son of Lord Finlay, who was Lord Chancellor from 1916 to 1918. He was educated at Eton and at Trinity College, Cambridge. Called to the Bar by the Middle Temple, in 1901, he joined the Northern Circuit, on which in 1921 he was appointed a Commissioner of Assize. He was at one time junior counsel to the Board of Inland Revenue.

Mr. F. J. Mann (Mann & Co.), solicitor, 17, Essex Street, Strand, W.C.2, has been appointed a Commissioner for taking Oaths in the Supreme Court of New Zealand.

Mr. Hugh W. Pearson, senior partner of the firm of Messrs. Pearsons & Jones, of Malton and Helmsley, Yorks, having resigned his appointment as Justices' Clerk for the Malton Division of the North Riding, which he has held for upwards of thirty-five years, the Justices in Special Session unanimously appointed his son and partner, Mr. H. Watson Pearson, B.A. (Oxon), to the Clerkship. Mr. H. Watson Pearson was admitted in 1913, joined his father's firm on the 1st January, 1914, served throughout the war with the East Riding Yeomanry in Egypt, Palestine and France, being demobilised in 1919 with the rank of Captain (acting Major.)

Dissolutions.

John Booth Lazenby and Alfred Darby Minton Senhouse, Solicitors, Pearl Buildings, Newcastle-upon-Tyne (Lazenby & Senhouse), 6th day of December, 1924.

Arthur Charles Thomas Veasey, William Arthur Ward-Jones and Aubrey Ekins, Solicitors, Ellerman House, 19-21, Moorgate, in the City of London (Morris Veasey & Co.), 31st day of July, 1924.

General.

Sir Robert Eyes Fox, of Moorlands, Moortown, Leeds, solicitor, Town Clerk of Leeds since 1904, formerly Deputy-Town Clerk of Birkenhead, afterwards Town Clerk of Burnley and later of Blackburn, who died on 2nd October, aged sixty-three, left estate of the gross value of £19,515. He left to his son George the plate presented to him by the Corporation of Blackburn and friends on his appointment as Town Clerk of Leeds.

In the Dublin Circuit Court on Tuesday, the Bursar of Trinity College, Dublin, was awarded a sum of £70 for damage caused to the external walls of the college during two years after 1921. In these disturbed times it became a fashion to paint and chalk political threats and epigrams on the college walls in Grafton-street and Nassau-street, and when peace returned this "corpus inscriptionum" was obliterated at a cost of £70.

Lieutenant-Colonel Robert William Staniland, V.D., of Hussey House, Boston, Lincs, solicitor, for thirty years Town Clerk of Boston, Registrar of the Boston County Court, and clerk of the Boston Waterworks Company, who died on 27th September, aged eighty-one, left unsettled property of the gross value of £69,759, with net personalty £65,315. The testator left £200 to his clerk, William Pooles; £200 to George Harliss, accountant, formerly in his service; £100 to his partner and former clerk, Arthur Watson Grocock; and he left the goodwill of his business, his office effects and law books to his clerk, William Pooles, and his former clerk and present partner, Arthur Watson Grocock.

Lecturing before the Camera Club on "Crime and the Camera," on the 12th inst., says *The Times*, Mr. C. Ainsworth Mitchell dealt with the various ways in which photography is used for the detection and identification of the criminal. The manner in which it affords evidence of crime was also described and illustrated with photographic examples. Instances of mistaken identity were given, including the most remarkable case in which two negroes had exactly the same appearance and bodily measurements, and were found to be inmates of the same prison. The lecturer also dealt with the reconstruction of the face from the average measurements of the skull, and cited a case in which the method had been used by the police. Methods of detecting criminals by means of the pores on the skin were also described. In one case a burglar was identified by this means from an imprint on a rosewood box. Other questions dealt with included methods of distinguishing between different inks and pencil marks, and also tests for the age of ink, forgeries by means of tracings, and the methods of differentiating between typewriting done on various machines.

From *The Times* of Wednesday, 15th December, 1824: There has been a public meeting in the Staffordshire Potteries to consider about the introduction of a Bill into Parliament for improving the administration of justice in that populous and important district. The debate was principally on the question whether or not the appointment of a stipendiary magistrate should be provided for as part of the Bill. The majority appeared to be against such a provision—an error in judgment, as we must beg leave to call it . . . The superiority of the Barrister over the Fox-hunting Esquire becomes a fact even more important in a district like that of the Staffordshire Potteries, where the greater proportion of differences to be adjusted are such as arise between master-manufacturers and their workmen . . . The argument and common sense of the Staffordshire folks was, as reported in their own newspaper, fearfully against the appointment—at least the uncontrolled authority—of "Potter Magistrates," the growth of the neighbouring county. Mr. Wedgewood, first in the line of manufacturing gentlemen, had the taste and integrity to declare that he did not feel himself qualified to form part of a tribunal before which his own interests were likely to be brought in conflict with those of others; but an honest and sensible, though uneducated worthy, of the name of Forrester, put the right view of the subject in half a dozen words—"Fellow-workmen," cried this native orator "don't let's ha' ony potter Justices, but stypendry, or ony other, afore them. Do your duty—stypendry afore potter." So say we.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Dec. 22	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge	Mr. Ritchie
Tuesday ... 23	Bloxam	Synge	Ritchie	Synge

Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Dec. 22	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday ... 23	Jolly	More	Hicks Beach	Bloxam

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, December 5.

WILLIAM MATTHEWS & Co. LTD. Dec. 20. Sir Thomas Smethurst, 26, Pall Mall, Manchester.

THOMAS MORTIMER LTD. Jan. 5. William Peet and James Henry Stephens, 37-40, Mark-la., E.C.3.

H. A. CANNON LTD. Dec. 31. Charles Coleman Lyon, c/o Norman H. Aaron, 64, Moorgate, E.C.2.

THE CALDER CLOTHING CO. LTD. Dec. 22. R. Yorke Lowe, Permanent-chambers, Halifax.

BELL'S PHOTOGRAVURE MACHINERY CO. LTD. Jan. 5. E. J. Barclay, 15, Queen-st., E.C.4.

THOMAS WALKER & CO. LTD. Dec. 19. Henry Addison, c/o W. B. Peat & Co., Royal Exchange, Middlesbrough.

J. & D. CROFT LTD. Jan. 12. Edward Bosley, 120, Colmore-row, Birmingham.

FALLOLITE LTD. Dec. 23. P. J. Bolton, 119, Temple-chambers, E.C.4.

LESTER & PERKINS LTD. Dec. 23. L. O. Huggins, 81, Cannon-st., E.C.4.

London Gazette.—TUESDAY, December 9.

TERRA COTTA CO. LTD. Jan. 17. Charles J. March, 23, Queen Victoria-st., E.C.4.

THOS. MARTYN & CO. LTD. Jan. 6. Raymond C. Taylor, 195, Strand, W.C.2.

S. BARLOW & CO. LTD. Jan. 6. Thos. G. Piper, Bush-lane House, Cannon-st.

GREENWOOD & TAYLOR LTD. Dec. 22. H. Montgomery, 1, Booth-st., Manchester.

ELLISON & CO. (BOOTLE) LTD. Dec. 31. John H. Hort, 206, Stanley-rd., Bootle.

THE AGRICULTURAL ORGANIZATION SOCIETY. Dec. 24. Percy Potter, 40, Broadway, Westminster.

MCKERROW BROTHERS LTD. Jan. 31. J. H. Stephens, 6, Clements-lane, Lombard-st.

WHITTLE (B'HAM) LTD. Dec. 31. Albert Cripwell, 12, Cherry st., Birmingham.

London Gazette.—FRIDAY, December 12.

HUNTER & BENNETT LTD. Jan. 23. J. R. Woodley, 34 and 36, Gresham-st.

BRADSHAW MOTOR CO. LTD. Jan. 12. P. S. Booth, 2, Bixteth-st., Liverpool.

MIDLAND CHAIN & MESH CO. LTD. Jan. 10. A. Clifford Towers, 15, Guildhall-rd., Northampton.

THOMPSONS & CULSHAW LTD. Jan. 12. P. S. Booth, 2, Bixteth-st., Liverpool.

JACKSONS (LIVERPOOL) LTD. Jan. 12. P. S. Booth, 2, Bixteth-st., Liverpool.

EDGAR WINDSOR RICHARDS & CO. LTD. Jan. 16. F. Eglington, 30, Throgmorton-st., E.C.

THE ANGLO-MACCABEAN CO-OPERATIVE SOCIETY LTD. Jan. 5. Alex. Constantine Hutchins, 11, Pancras-lane, E.C.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, December 2.

Bestway Specialities Ltd.
A. E. Temperley & Co. Ltd.
Alfred A. Secrett Ltd.
Smeeton-Wright Furnaces Ltd.
Thomas Walker & Co. Ltd.
The Wootton Trading Co. Ltd.
Denys Ltd.
Noble Temple Co. Ltd.
Sylroy Confectionery Co. Ltd. Leeds
The Anglo General Exploration Ltd.
Ranja Ltd.
Electrico Ltd.
Stafford Agricultural Co. Ltd.
Grand Private Hotel (Ramsey I.O.M.) Ltd.
Engineers and Millwrights Ltd.
Holmes & Co. (Clothiers) Ltd.
Modern Language Press Ltd.
Dewhurst & Co. (Cleveleys) Ltd.
Cefn-y-Bedd Colliery Co. Ltd.
The Cleobury Mortimer Gas (1920) Ltd.
The Barmouth Motor Boat and Ferry Co. Ltd.
The W. & D. Conveyor Engineering Co. Ltd.
Timmins & Rogers Ltd.
Gas Developments Ltd.
Planet-Arcturus Gold Mines Ltd.
Surrey & Co. Ltd.

London Gazette.—FRIDAY, December 5.

The West Wales Farmers' Dairy Society Ltd.
Porta-Radio Ltd.
Austen Byass & Co. Ltd.
The Walter Brown Building Co. Ltd.
Tom Garner (Bolton Garage) Ltd.
Whitchurch Co-operative Society Ltd.
Arthur Flint & Co. Ltd.
The Coventry Repetition Co. Ltd.
The Stump Lake Land and Cattle Co. Ltd.
George Cooper & Sons (Sheffield) Ltd.
Terra Cotta Co. Ltd.
Graham's Navigation (Merthyr) Collieries Ltd.
Molyneux & Nickson Ltd.
The Bristol Channel Ship Stores Ltd.
Walter Scaife Ltd.
Cork Manufacturing Co. Ltd.
Barrier & General Trust Ltd.
Torbet Ltd.
Hexagon Sewing Machine Co. Ltd.
Nicholls Nagle & Co. Ltd.
Edgworth Estates Ltd.
Guarda Radium Co. Ltd.
Service Universal Stores Ltd.
Ralart Ltd.
Kimber Drill & Engineering Co. Ltd.
Carvills' Ltd.
E. Curtiss Ltd.
The Hull H (Icehouse) Citadel Co. Ltd.
James Joicey & Co. Ltd.
Bury Shoe & Slipper Mills Ltd.
Art Metal Manufacturing Co. (Liverpool) Ltd.

London Gazette.—TUESDAY, December 9.

Hudson & Rickett Ltd.
The Agricultural Organization Society
Western Homesteads Ltd.
Huggins Pharmacies Ltd.
The Electric Palaces of Kent Ltd.
The Chard Lace Co. Ltd.
Alfred Walker & Son (Accrington) Ltd.
The Standard Brassfoundry Co. Ltd.
Charles Gray & Son (London) Ltd.
Gresham Syndicate Ltd.
Chirk Gas Co. Ltd.
The Veicon Fur Co. Ltd.
Hepworth Brothers (Hull) Ltd.
Moira Sweets Ltd.
George F. Salas & Co. Ltd.
W. H. Gibson (Bristol) Ltd.
Thomas Wilson (Cigar Merchant) Ltd.
Blakey & Nephews Ltd.
Woodbridge Co-operative Society Ltd.
Harold S. Baker & Co. Ltd.

London Gazette.—FRIDAY, December 12.

Sutton Hough & Co. Ltd.
Jones's Cycle Stores (Hull) Ltd.
Restelli Patents Ltd.
Brewer & Yates Ltd.
Hutchinson (Leeds) Ltd.
The Marmet Baby Carriage Syndicate Ltd.
Herbert E. Russell Ltd.
Seeds Wholesale Ltd.
Midland Chain and Mesh Co. Ltd.

T. Shepherd & Co. Ltd.
Summersons Ltd.
Northern Rivet & Bolt Co. Ltd.
G. H. Simpson & Son Ltd.
McPherson's Gymnasium Ltd.
The Temperley Steam Shipping Co. Ltd.
Henry Porter & Son Ltd.
British Shoe Manufacturers Ltd.
Dunese (Polishes & Preparations) Ltd.
Taylor & Co. (Hull) Ltd.
Telephos Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, December 9.

ALBERRY, JOHN, Doncaster, Miner. Sheffield. Pet. Dec. 5. Ord. Dec. 5.
BAILEY, HENRY C., Burbage, Wilts, Builder. Swindon. Pet. Dec. 3. Ord. Dec. 3.
BAYLEY, ARTHUR, Birmingham, Cycle Frame Manufacturer. Birmingham. Pet. Dec. 4. Ord. Dec. 4.
BEAUMONT, HENRY, Knottingley, Yorks, Lime Burner. Wakefield. Pet. Nov. 22. Ord. Dec. 4.
BLAKE, HARRY B., Chester, Iron, Steel and Hardware Merchant. Chester. Pet. Dec. 4. Ord. Dec. 4.
CHAPMAN, DAVID L., Westley, Salop, Farmer. Shrewsbury. Pet. Dec. 3. Ord. Dec. 3.
COLLEY, EDWIN W., Grangetown, Yorks, Butcher. Middlesbrough. Pet. Dec. 4. Ord. Dec. 4.
DAVIES, ARNOLD, Crown-court, Chancery-lane, Merchant. High Court. Pet. Oct. 30. Ord. Dec. 4.
DAY, PERCY J., Hanley Swan, Worcester, Butcher. Worcester. Pet. Dec. 3. Ord. Dec. 3.
DOWSON, CHRISTOPHER, Ayton, Yorks, Carrier. Stockton-on-Tees. Pet. Dec. 5. Ord. Dec. 5.
DRURY, CHARLES, Caine, Farmer. Swindon. Pet. Dec. 3. Ord. Dec. 3.
DUDLEY, WALTER, Rawtenstall, Lancs, Motor Driver. Rochdale. Pet. Dec. 5. Ord. Dec. 5.
DYER, ARTHUR G., High Holborn, Theatrical Proprietor. High Court. Pet. July 5. Ord. Dec. 5.
FREEMONT, MARY, Slough, Dressmaker. Windsor. Pet. Dec. 5. Ord. Dec. 5.
GASSON, MAX, Kingston, Surrey, Master Baker. Kingston. Pet. Dec. 4. Ord. Dec. 4.
GERTLER, H. & J., Spital-sq., E.C., Manufacturing Furriers. High Court. Pet. July 29. Ord. Dec. 3.
GREEN, ARTHUR, Elham, Kent, Poultry Farmer. Canterbury. Pet. Dec. 5. Ord. Dec. 5.
HANDLEY, HUGH, Andover, Chemist. Salisbury. Pet. Dec. 6. Ord. Dec. 6.
HARRIS, CHARLES W., Hampstead, Sales Manager. High Court. Pet. Dec. 5. Ord. Dec. 5.
HARRIS, ETHEL B., Blackpool. Blackpool. Pet. Oct. 28. Ord. Dec. 3.
HARRIS, THOMAS M., Eastcheap, E.C. High Court. Pet. April 10. Ord. Dec. 3.
HEARD, EDWARD L. M., Newport, Mon, Ship Broker. Newport (Mon.). Pet. Nov. 18. Ord. Dec. 3.
HIGGINS, CHARLES, Blackwood, Mon, Fruiterer. Tredegar. Pet. Dec. 4. Ord. Dec. 4.
HOGHTON, CAPTAIN GEORGE A., St. James-sq., S.W. High Court. Pet. June 23. Ord. Dec. 3.
HOLGATE, HARRY G., Scarborough, Wholesale Confectioner. Scarborough. Pet. Dec. 5. Ord. Dec. 5.
HUBBARD, JOHN J., Waltham Abbey, Edmonton. Pet. Sept. 25. Ord. Dec. 3.
ISAACS, SAMUEL, Hampstead. High Court. Pet. Nov. 3. Ord. Dec. 3.
JONES, JOHN A., Carnarvon, Motor Garage Proprietor. Bangor. Pet. Dec. 4. Ord. Dec. 4.
KOTTING, G. C., Torrington-sq., W.C. High Court. Pet. June 19. Ord. Dec. 3.
LAMB, JOSEPH F., Leicester, Paper Merchant. Leicester. Pet. Dec. 5. Ord. Dec. 5.
LOWE, GEORGE R. H., Loughborough, Commercial Traveller. Leicester. Pet. Dec. 6. Ord. Dec. 6.
MAKIN, FRANK, Derby, Manufacturing Confectioner. Derby. Pet. Dec. 4. Ord. Dec. 4.
MALLINSON, HERMAN B., Felixstowe, Electrical Engineer. Ipswich. Pet. Dec. 1. Ord. Dec. 1.
MARKS, J. STANLEY, King William-st., Company Director. High Court. Pet. Mar. 18. Ord. Dec. 3.
MAWER, GEORGE H., Boston, Lincs, Boarding-house Keeper. Boston. Pet. Dec. 5. Ord. Dec. 5.
MILLS, JOHN, Mortimer-st., W.1, Silk Merchant. High Court. Pet. Dec. 4. Ord. Dec. 4.
NADIN, FRANK, and NADIN, MABEL, Worksop, Confectioners. Sheffield. Pet. Dec. 4. Ord. Dec. 4.
NEALE, HORACE J., Burlington-gardens, W.1. High Court. Pet. Sept. 15. Ord. Dec. 3.
O'BRIEN, JOHN M., Nantygio, Mon, Labourer. Tredegar. Pet. Dec. 4. Ord. Dec. 4.
PEARCE, WILLIAM J., Sandwich, Wool and Silk Dealer. Canterbury. Pet. Dec. 5. Ord. Dec. 5.
PILBEO, JOHN W., Ipswich, Painter. Ipswich. Pet. Dec. 5. Ord. Dec. 5.
POPPLEWELL, WILLIAM H., Susworth, Lincs, Farmer. Lincoln. Pet. Dec. 4. Ord. Dec. 4.
RAMSDEN, ARTHUR, Wakefield, Tailor. Wakefield. Pet. Dec. 4. Ord. Dec. 4.
REVELL, ELIZA G., Great Grimsby. Great Grimsby. Pet. Dec. 5. Ord. Dec. 5.
RILEY, CLARA, Rochdale, Rochdale. Pet. Dec. 4. Ord. Dec. 4.
RILEY, JOHN, Rochdale, Insurance Agent Rochdale. Pet. Dec. 4. Ord. Dec. 4.
ROBERTS, DAVID, Mardy, Glam, Colliery Haulier. Pontypridd. Pet. Dec. 5. Ord. Dec. 5.
ROTHWELL, AGNES W., Sheffield, Outfitter. Sheffield. Pet. Dec. 4. Ord. Dec. 4.
RYMELL, FREDERICK J., Yeovil, Motor Engineer. Yeovil. Pet. Dec. 6. Ord. Dec. 6.
SCARGILL, KATHLEEN, Woodhall Spa, Confectioner. Lincoln. Pet. Dec. 4. Ord. Dec. 4.
SCHOLEFIELD, CHARLES B., Ironmonger-lane, Company Director. High Court. Pet. Oct. 30. Ord. Dec. 4.
SEWELL, L. D., Wembley. High Court. Pet. Nov. 7. Ord. Dec. 4.
STANFIELD, S. A., Liverpool. High Court. Pet. Oct. 13. Ord. Dec. 4.
STURGESS, ARTHUR, Portchester, Hants. Market Gardener. Portsmouth. Pet. Dec. 5. Ord Dec. 5.
SWIFT, THOMAS W., Selby, Yorks, Plumber. York. Pet. Dec. 4. Ord. Dec. 4.
TATTON, THEODORE, Richmond, Surrey. High Court. Pet. Nov. 5. Ord. Dec. 4.
USHER, THOMAS J., Hornsey, Traveller. High Court. Pet. Dec. 4. Ord. Dec. 4.
WALLHEAD, VICTOR, Beckingham, Riveter's Helper. Lincoln. Pet. Dec. 5. Ord. Dec. 5.
WASTALL, ALFRED, Chorley, Lancs, Baker. Wigan. Pet. Dec. 5. Ord. Dec. 5.

London Gazette.—FRIDAY, December 12.

ALEXANDER, WILLIAM M., St. George's Square-mews, S.W. High Court. Pet. Sept. 20. Ord. Dec. 5.
ARUNDELL, HARRY, New Holland, Lincoln, House Furnisher. Kingston-upon-Hull. Pet. Dec. 5. Ord. Dec. 5.
ATKINS, GEORGE, Leighton Buzzard, Builder. Luton. Pet. Dec. 10. Ord. Dec. 10.
BINET, CYRIL WILLIAM, Regent-square, Motor Garage Proprietor. High Court. Pet. Oct. 3. Ord. Dec. 9.
BOULTON, HANNAH, Ammanford, Fancy Goods Dealer. Carmarthen. Pet. Dec. 10. Ord. Dec. 10.
BRAUNSTEIN, JOSEPH, Stoke Newington, Fur and Skin Merchant. High Court. Pet. Dec. 6. Ord. Dec. 6.
BREMNER, R., Great Portland-st., Dressmaker. High Court. Pet. Oct. 6. Ord. Dec. 9.
BYRNE, JAMES E., Kingston-upon-Hull, Electrical Contractor. Kingston-upon-Hull. Pet. Dec. 10. Ord. Dec. 10.
COOKSON, LOTHIAN, Dunsfold, near Godalming. Guildford. Pet. Nov. 10. Ord. Dec. 9.
CROWE, HARRY P., York-bldgs., Adelphi, Solicitor. High Court. Pet. Aug. 8. Ord. Dec. 9.
CURTIS, PERCY, Doncaster, Labourer. Sheffield. Pet. Dec. 9. Ord. Dec. 9.
DAVIES, STANLEY, Dowlais, Merthyr Tydfil, Mason. Merthyr Tydfil. Pet. Dec. 10. Ord. Dec. 10.
DAY, HENRY, Walsoken, Norfolk, Labourer. King's Lynn. Pet. Dec. 8. Ord. Dec. 8.
DRONSFIELD, JOHN J., Shaw, Lancs, Minder. Oldham. Pet. Dec. 6. Ord. Dec. 6.
EDWARDS, HENRY J., Aberystwyth, Mineral Water Manufacturer. Aberystwyth. Pet. Dec. 6. Ord. Dec. 6.
EMETT, JOSEPH P., Victoria-st., Civil Engineer. High Court. Pet. Dec. 10. Ord. Dec. 10.
ENNIS, J. A., Newcastle-upon-Tyne, Cinema Proprietress. Newcastle-upon-Tyne. Pet. April 25. Ord. Dec. 8.
ETCHELLS, JAMES, Lewisham, Engineer. Greenwich. Pet. Oct. 17. Ord. Dec. 2.
FAGELSTON, DAVIS, Bethnal Green, Leather Goods Dealer. High Court. Pet. Dec. 8. Ord. Dec. 8.
FLEETWOOD, WILLIAM, Huddersfield, Coach and Motor Body Builder. Huddersfield. Pet. Dec. 9. Ord. Dec. 9.
GATE, JOHN G., Ossett, Oil Commission Agent. Dewsbury. Pet. Dec. 9. Ord. Dec. 9.
GATRELL, WILLIAM C., Hawarden, Flint, Licensed Victualler. Chester. Pet. Dec. 8. Ord. Dec. 8.
GLADWELL, FREDERICK H., Norwich, Confectioner. Norwich. Pet. Dec. 9. Ord. Dec. 9.
GRAINGER, RICHARD M., Nottingham, Baker. Nottingham. Pet. Dec. 8. Ord. Dec. 8.
GURNEY, PETER H., Kidderminster. Kidderminster. Pet. Nov. 5. Ord. Dec. 8.
HAGGAS, SIMEON, Featherstone, Yorks, Tailor. Wakefield. Pet. Dec. 8. Ord. Dec. 8.
HAIGH, SAMUEL, Barnsley, Grocer. Barnsley. Pet. Dec. 9. Ord. Dec. 9.
HARRISON, ALEXANDER T., Sherburn, Durham. Durham. Pet. Dec. 8. Ord. Dec. 8.
HAWORTH, RICHARD, Darwen, Electrical Engineer. Blackburn. Pet. Dec. 10. Ord. Dec. 10.
HOMEYARD, LIONEL, Stockwell. High Court. Pet. Sept. 20. Ord. Dec. 10.
HOWARD, FREDERICK C. W., Bishops Park. High Court. Pet. Oct. 14. Ord. Dec. 10.
HYMAN, MAURICE, Oldham, Clothier. Oldham. Pet. Dec. 6. Ord. Dec. 6.
JOHNSON, SAMUEL B., Stourbridge, Boot Dealer. Stourbridge. Pet. Dec. 5. Ord. Dec. 5.
JONES, WILLIAM S., Newport, Wheelwright. Newport (Mon). Pet. Dec. 9. Ord. Dec. 9.
KEITH, EDITH M., St. Albans. St. Albans. Pet. Dec. 9. Ord. Dec. 9.
KNAPP, SYDNEY W., Radnor, Music Teacher. Leominster. Pet. Dec. 8. Ord. Dec. 8.
LATHAM, CHARLES S., Brewood, Staffs. Wolverhampton. Pet. Dec. 10. Ord. Dec. 10.
LIGHT, SAMUEL, Leeds, Turf Commission Agent. Leeds. Pet. Dec. 8. Ord. Dec. 8.
MILLS, JAMES, Saddleworth, Farmer. Oldham. Pet. Dec. 6. Ord. Dec. 6.
MILNE, JOSEPH W., and WARREN, CHARLES H. J., Southsea. Portsmouth. Pet. Dec. 9. Ord. Dec. 9.
MITCHELL, GEORGE, Balcombe, Sussex, Builder. Brighton. Pet. Dec. 8. Ord. Dec. 8.
MOON, GEORGE E., Blackley, Manchester, Timber Merchant. Manchester. Pet. Dec. 10. Ord. Dec. 10.
PHILLIPS, WILLIAM H., Northwich, Motor 'Bus Proprietor. Nantwich. Pet. Dec. 9. Ord. Dec. 9.
PICKERING, JOSEPH T., New Brighton, Chester. Birkenhead. Pet. Oct. 28. Ord. Dec. 9.
PINNINGTON, DANIEL, Ridley, nr. Tarporley, Farmer. Nantwich. Pet. Dec. 9. Ord. Dec. 9.
PRICE, CHARLES, Gladestry, Radnor, Blacksmith. Leominster. Pet. Dec. 9. Ord. Dec. 9.
ROGERS, DARBY, Kingston Lisle, Berks. Oxford. Pet. Nov. 21. Ord. Dec. 8.
SEAGER, STAFFORD P., Goldhawk-rd., Accountant's Clerk. High Court. Pet. Dec. 9. Ord. Dec. 9.
SILVER, DAVID, Kingston-upon-Hull. Kingston-upon-Hull. Pet. Nov. 28. Ord. Dec. 5.
TALLENTIRE, WILLIAM, Butterknowle, Durham, Farmer. Durham. Pet. Dec. 10. Ord. Dec. 10.
TAYLOR, CHARLES E., Loughborough, Haulage Contractor. Leicester. Pet. Dec. 8. Ord. Dec. 8.
THACKRAY, JOSEPHA T., Upperthorpe, Sheffield. Sheffield. Pet. Nov. 24. Ord. Dec. 10.
TOWLER, WILLIAM, Lytham, Saddler. Preston. Pet. Dec. 9. Ord. Dec. 9.
TYLEY, JOHN H., Manchester, Joiner. Manchester. Pet. Oct. 13. Ord. Dec. 8.
WARBURTON, JOSEPH W., Bolton, Metal and Machinery Dealer. Bolton. Pet. Dec. 10. Ord. Dec. 10.
WAYLING, HENRY J., Portsmouth. Portsmouth. Pet. Nov. 18. Ord. Dec. 8.
WEBSTER, LEONARD A., Birmingham, Factor. Birmingham. Pet. Dec. 9. Ord. Dec. 9.
WILBRAHAM, JOHN E., Cleethorpes, Builder. Great Grimsby. Pet. Dec. 9. Ord. Dec. 9.
WINGATE, W. M. R., St. Tudy, Cornwall. High Court. Pet. Oct. 14. Ord. Dec. 4.
YOUNG, CHARLES, Weston-super-Mare, Income Tax Recovery Agent. Bridgwater. Pet. Sept. 24. Ord. Dec. 8.
Amended Notice substituted for that published in the *London Gazette* of December 9, 1924:—
HARRIS, THOMAS M., Eastcheap. High Court. Pet. April 10. Ord. Dec. 3.